United States Court of Appeals for the Second Circuit



EXHIBITS

74-2288

IN THE

United States Court of Appeals

FOR THE SECOND CIRCUIT

UNITED STATES OF AMERICA,

vs.

BENNIE HINES,

Appellant.

On Appeal from Judgment of Conviction of the United States District Court for the Southern District of New York, Before Watt, J.

APPENDIX - EXHIBITS

Kalman V. Gallop
Attorney for Defendant-Appellant
1345 Avenue of the Americas
45th Floor
New York, New York 10019
(212) 246-2880





PAGINATION AS IN ORIGINAL COPY

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Address any reply to:

P.O. Box 558, Church S ... New York 11 Y

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bennie Hines 300 West 55th Street, Apt. 18C New York, N.Y. 10019

Dear Mr. Hines:

Please be advised that your case file has been transmitted to Assistant Regional Counsel, Internal Revenue Service, 26 Federal Plaza, 12th floor, New York, N.Y. 10007. Any further inquiry concerning the case should be addressed to that office.

Very truly yours,

Harry P. McCall

Chief, Intelligence Division

Manhattan District

Internal Refuence Service

P. O. Bux 5.75, Church Street Station, New York, N. Y. 10008

Omicial Buy 1435

Decrease official Buy 1435 Mr. Bennie Hines 300 West 55th Street, Apt. 18C New York, N.Y. 10019 Moved, lott and ress Internal Revenue Service Postage and Fees Paid

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MAY 8 1974

EXHIBIT

U. 3. DIST. COURT

S. D. OF N. Y.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

STIPULATION

-v-

74 Cr. 268

BENNIE HINES,

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel and the defendant, BENNIE HINES, by his attorney Kalman Gallop, Esquire, as follows:

1. That the United States of America has no record of any tax return filed on behalf of the defendant, BENNIE HINES.

record of any W-2 Form filed indicating
income to the defendant, BENNIE HINES.

3. That the United States of America has no record of any Form 1099 filed indicating income to the defendant, BENNIE HINES.

Dated: New York, New York May 8, 1974 CHARLES E. PADGETT Special Attorney

person

U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines

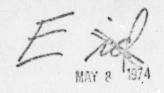


EXHIBIT U. S. DIST. COURT DISTRICT COURT RICT OF NEW YORK

UNITED STATES OF AMERICA

STIPULATION

-v-

74 Cr. 268

BENNIE HINES.

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant, BENNIE HINES, by his attorney Kalman Gallop, Esquire, as follows:

Any employer or employment set forth on any document introduced into evidence is false or fictitious. The Government has no knowledge of any wages or salary received by the defendant except for the income set forth in Government's Exhibit No. 24, for the years 1960, 1961 and 1962.

All other monies claimed to have been obtained by the defendant for the years set forth in the indictment are from the illegitimate sources testified or stipulated to.

Dated: New York, New York May 8, 1974

CHARLES E. PADGETT

Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines



7-1-8-do-3054-1

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Mutel Kimtherly 74TH STREET AND BROADWAY WELCOME WELCOME Name Wolf Mach Baie 9. 18.67 Street Street	MONEY, JEWELS AND OTHER VALUABLE PACKAGES MUST BE PLACED IN THE SAFE IN THE OFFICE, OTHERWISE THE MANAGEMENT WILL NOT BE RESPONSIBLE FOR ANY LOSS. ARRIVED ROOM RATE 3.50 3.50	REMARKS 2/15-16 Braslow Printing C.o. N. Y., 10932



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO . T IOM THESE PRESENTS SHALL COME, GREETING:

I c f; at the annexed transcript of the account of the taxpayer named herein in

res t he taxes specified, is a true and complete transcript for the period sta a ill assessments, credits, and refunds relating thereto as disclosed by

the or ins a statement of all unidentified or advance payments, if any, for

the ion ated

O: le in t. office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Seugert

Director, Brookhaven Service Center

ONLY COPY AVAILABLE

FORM 286

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

DOLL, 13, 22	ER	ADDRESS (Number, street, city, and State)	, city, and State)		EIN OR SSN	zi	
Bonnio Hinos		300 West 55th	Street, N. Y. (C., N. Y.	413-60	413-60-0840	1
DATE	EXPLANATION OF		RSAL	BALANCE	ACCOUNT NO.	23C DATE	PERIO
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SIGNATURE OF DIRECTOR	RECTOR		LOCATION			5	

(Signed) Henry P. Seufert



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO ALI (THESE PRESENTS SHALL COME, GREETING:

the annexed transcript of the account of the taxpayer named herein in I cert taxes specified, is a true and complete transcript for the period 0 respec l assessments, credits, and refunds relating thereto as disclosed by stated ac this office as of the date of this certification are shown therein. the re ds is a statement of all unidentified or advance payments, if any, for It al: on d the p

On fi .n this fice.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Meller

Director, Brookhaven Service Center



DO11, 13, 22

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE assessments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office as of the date of this certification are shown therein. I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all Bennie Hines NAME OF TAXPAYER aned) Henry P. Sourcet DATE 0 No Record of Filing TRANSACTIONS ADDRESS (Number, street, city, and State) 300 West 55th Street, N. Y. C., (ABATEMENT) (c) REVERSAL) (b) GPO: 1971 O - 106-153 BALANCE ACCOUNT NO. EIN OR SSN 413-60-0840 DATE 23C DATE Form 1040 END 3

FORM 4340 (9-67)



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO AT OM THESE PRESENTS SHALL COME. GREETING:

I ce: t the annexed transcript of the account of the taxpayer named herein in respe e taxes specified, is a true and complete transcript for the period :(Etare ll assessments, credits, and refunds relating thereto as disclosed by ar che z this office as of the date of this certification are shown therein. rd It al ns a statement of all unidentified or advance payments, if any, for 20 the r bc

On in the office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Seujert

Director, Brookhaven Service Center

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER

ADDRESS (Number, street, city, and State)

EIN OR SSN

sennie Hines		300 West 55th	300 West 55th Street, N. Y. C., N.	., N. Y.	413-60-0840	-0840	
DATE	TRANSACTIONS	ASSESSMENT)	CREDIT (CREDIT REVERSAL)	BALANCE	ACCOUNT NO.	23C DATE	PET
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assessments, penalties, interest, abatements, credits, and refunds relating thereta as disclosed by the records of this office as of the date of this certification are shown therein. I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all

(Digned) Henry P. Soufort



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO / IC OM THESE PRESENTS SHALL COME. GREETING:

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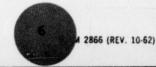
IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P Surject

Director, Brookhaven Service Center

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CERTIFICATE OF ASSESSMENTS AND PAYMENTS

WE OF TAXPAYER	ADDRESS (Number, street, city, and State)	city and State)			-	
nnie Hines	300 West 55th Street, N.	Y.	C., N. Y.	413-60-0840	0840	
DATE EXPLANATION OF	ASSESSMENT (ABATEMENT)	PIT	BAL	DLN OR ACCOUNT NO.	23C DATE	
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sertify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assements, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office as of the date of this certification are shown therein.	ount of the taxpayer nandits, and refunds relatin	ned above in respect to ig thereto as disclosed	by the records of th	is a true and complete t	ranscript for the pe	riod stated, and all are shown therein.
ATURE OF DIRECTOR		LOCATION			DATE	1074
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TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

GPO: 1971 O - 108-153

FORM 4340 (9-67)

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of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO A OM THESE PRESENTS SHALL COME, GREETING:

I ce y it the annexed transcript of the account of the taxpayer named herein it is e taxes specified, is a true and complete transcript for the period state a ll assessments, credits, and refunds relating thereto as disclosed by the reference for the date of this certification are shown therein. It a certification are shown therein.

On: in th office.

IN WITNESS WHEREOF, I have hereunto set m hand, and caused the seal of this office to be affixed on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Seufert

Director, Brookhaven Service Center

FORM 2866 (REV. 10



DO11,13,22		CERTIFICAT	CERTIFICATE OF ASSESSMENTS AND PAYMENTS	TS AND PAYMEN		.	
NAME OF TAXPAYER		ADDRESS (Number, street, city, and State)	city, and State)		EIN OR SSN	•	
Bennie Hines		300 West 55th Street, N. Y.	treet, N. Y. C.,	N. Y.	413-60-0840	0840	
DATE	EXPLANATION OF TRANSACTIONS	ASSESSMENT (ABATEMENT)	CREDIT (CREDIT REVERSAL)	BALANCE	ACCOUNT NO.	23C DATE	
(0)	No Record of Filing		177				Form 7012
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SIGNATURE OF DIRECTOR I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period state assessments, penalties, interest, abutements, credits, and refunds relating thereto as disclosed by the records of this office as of the date of this certification are shown 1974

(Signed) Henry P. Soufart



of Amora

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO A OM THESE PRESENTS SHALL COME, GREETING:

it the annexed transcript of the account of the taxpayer named herein i I c€ 'y ne taxes specified, is a true and complete transcript for the period rest t all assessments, credits, and refunds relating thereto as disclosed by stat f this office as of the date of this certification are shown therein. the or ins a statement of all unidentified or advance payments, if any, for It CI the ioc ated .

Or .e in t. office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Leufert
Director, Brookhaven Service Center

FORM 2866 (REV. 10-



23C DATE 6 413-60-0840 EIN OR SSN ACCOUNT NO. CERTIFICATE OF ASSESSMENTS AND PAYMENTS BALANCE 300 West 55th Street, N. Y. C., N. Y. • CREDIT (CREDIT REVERSAL) ADDRESS (Number, street, city, and State) ASSESSMENT (ABATEMENT) No Record of Filing EXPLANATION OF TRANSACTIONS 9 NAME OF TAXPAYER Bennie Hines DO11,13,22 DATE 0

Form 1

7112

certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated assessments, penalties, interest, abutements, credits, and refunds relating thereto as disclosed by the records of this office as of the Late of this certification are shown ONLY COPY AVAILABLE LOCATION (Signed) Henry P. Seufert SIGNATURE OF DIRECTOR



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

HOM THESE PRESENTS SHALL COME, GREETING:

at the annexed transcript of the account of the taxpayer named herein in he taxes specified, is a true and complete transcript for the period all assessments, credits, and refunds relating thereto as disclosed by of this office as of the date of this certification are shown therein.

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IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Seujert
Director, Brookhaven Service Center

DO11.13.22		CERTIFICATI	CERTIFICATE OF ASSESSMENTS AND PAYMENTS	TS AND PAYMEN	ITS STILL		
NAME OF TAXPAYER		ADDRESS (Number, street, city, and State)	city, and State)		EIN OR SSN	z	
Bennie Hines		300 West 55th Street, N. Y.	Street, N. Y. C.,	, N. Y.	413-60-0840)840	1
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I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all	canscript of the acc	count of the taxpayer na	imed above in respect t	o the taxes specified	d is a true and complet	e transcript for the p	period stated, and al n are shown therein.
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(Signed) Henry P. Seufert	eufert					MAY 3	
	מאר	BEVENUE SERVICE					FORM 4240 (9-67)

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

GPO: 1971 C - 108-153



of America

TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Date: MAY 3 1974

TO Al ()M THESE PRESENTS SHALL COME, GREETING:

t the annexed transcript of the account of the taxpayer named herein in I ce: e taxes specified, is a true and complete transcript for the period resp t stat 11 assessments, credits, and refunds relating thereto as disclosed by aı f this office as of the date of this certification are shown therein. the ire ins a statement of all unidentified or advance payments, if any, for It a CC the Lod

of in th ffice.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed. on the day and year first above written.

By direction of the Secretary of the Treasury:

Henry P. Seugert

Director, Brookhaven Service Center



		CERTIFICATE	CERTIFICATE OF ASSESSMENTS AND PAYMEN IS	S AND PAYMEN	FIN OR SSN	
DOLL, 13, 22		ADDRESS (Number, street, city, and State)	city, and State)			13 60 0860
Rennie Hines		300 West 55th Street, N. Y.	treet, N. Y. C.,	, N. Y.	DIN OR	376 0415
DATE	EXPLANATION OF	ASSESSMENT (ABATEMENT)	REVERSAL)	BALANCE	ACCOUNT NO.	(9)
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assessments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office as of the date of this certification are shown I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a

SIGNATURE OF DIRECTOR

(Signed) Henry P. Soufert

MAY 3

	7 11-
	No. of Rooms 3 Rental 45
7	Apt Ploor
EATIVE LEASING CORPORATION	Building
216 EAST 49TH STREET	Address 25000-15-
NEW YORK, N.Y. 10017 HA 1-0770	Audress
	P. L.
	Schedule Occ. Date
	Lease Com. Date
10 00	Lease Term: Yrs. Wos.
10 NOV. 1970.	Security: Mos. or \$
	Gar. Lease:Yes No
APPLICATION FOR APARTMENT	
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War of Applicant Wag. of Jurs. Joh	N Wells Ste Home Phone 201- 362-5894
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Are you married 415 wife's name binda Child	ren NANG - Mge
Are you surrice	Name Age
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Other Occupant	.6
Employer or Business Affiliation Dehl Tel	nting Co
NE HUASON	Phone UD6-1450
Address 4 118 (18 A In what	capacity
HOW DOUG MILITIAGO	
. Employer or Business Affiliation Wife Son Daught	
Address	Phone
. Previous place of employment	Address
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7. Your Annual Income \$ 16,000 T	•
Wife's Income \$	
Other Income \$	
TOTAL FAMILY INCOME	10
8. Bank References Dank of America Branch	41 DROOD N-
Branci	
A	
9. Credit Reference Such Strong Charles Charles Address)S
and the same of th	
0. Present Landlord's Name and Address OWN /w	W.S. How long a tenant
U. Fresent Dansing	
1. Do you own a car 4'65 will	you require garage space
2. It is agreed that upon execution of the lease by applican	it, said applicant shall deposit with the Landlord
and/or its agents a sum (including deposit) equivalent	
and/or security. It is further agreed that the sum of ZERO shall be retain	ed by the undersigned agent as liquidated damages by
reason of applicant's withdrawal of application and of application	plicant's failure to execute lease within 1176 (5)
to notice from point to execute same.	
	ce or rejection at any time by the Landlord at his
	ice or rejection at any time by the Landlord at his
It is agreed that this application is subject to acceptant discretion.	ce or rejection at any time by the Landlord at his
discretion.	Colu 1) Holle
	Applicant's Signature
discretion.	Applicant a Signature

Lease of Apartment % plane





This Agreement

20th day of Movember

LIMBUD REALTY CORP.

IR. & IRS. JOHN WEBSTER

Witnesseth, that the said Landlord has let unto the said Tenant, and the said Tenant has hired from the said Landlord, the apartment No.

as Landlord as Tengat

consisting of 3 rooms on the 18th floor of the apartment building known and designated as 250. W. 15th Street, New York, N.M. for the term of Two (2) Years beginning the Lat day of December

and ending on the Tenant and the Ter 'nt's immediate family only, consisting of

day of Hoverber

19 72, to be used and occupied as a strictly private dwelling by the

The said premises are also leased upon the further covenants and conditions as follows:

1st. That the Tenant shall pay the annual rent of POUR THOUSAND EIGHT HUNDRED SINTY (61, 860.00) and the term rent of \$ 9,720.00 in equal monthly installments of \$ 1.05.00 each in advance on the day of each month during said term, or as may hereafter be determined.

The rent is payable in advance at the office of the Landlord as stated above without prior notice or demand and the Tenant hereby warmen and demand.

os security for the faithful textore 2nd. That the Tenant has this day deposited with the said Landlord the sum of \$.... shall be refunded to the Tenant.

The Tenant has examined and knows the conditions of the said premises and has received the same in good order and repair, and no terraand The Fenant has examined and knows the conditions of the same and has received the same in good clear one repair, the forest conditions of this lease shall be despended or varied in any manner except in writing signed by the Landlord. The Landlord shall not be liable for failure to give possession of the premises upon the commencement date herein by reconst of the fact that premises are not ready for occupancy, or due to holding over of any fenants, or for any other greaters. In such event the tent shall not commence until possession is given or is available, but the terms of this lease shall not be or be deemed extended to company the control of the property the Tenant is required to notify the Landlord by registered mail only, of any loose plaster, defective ceitings, or any other dangerous conclusion

that may exist in the aportment is because the state of t subject the same, not any part increas, nor assign and lease, without in each case the witten consent of the Landlord is first had not will hake any alteration of the demised premises without like consent, and will not permit said premises to be used for any unlawful purpose or for purposes that will injure the reputation of the same or the building of which they are a part, nor disturb the Tenants of said building or the neighborhood, and the Tenant shall comply with all the rules and regulations of the Board of Health and City ordinances applicable to said premises.

with all the rules and regulations of the Board of Health and City ordinances applicable to soid premises.

6th. The Tenant shall not keep or use or permit to be kept or used on said premises, naptha, benzine, benzine, gasoline, varnish or any other product in whole or in part of either gunpowder, fireworks, nitrodycerine, phosphorus, salipetre, nitrate of soda, camphene, spiritgas, or any burning fluid or chemical oils, and the generating or evaporating or using an said premises, or contiguous thereto of gasoline, benzine, naphtha, or any other substance for a burning gas or vapor for lighting, other than the ordinary street gas or kerosene of lawful fire-test is absolutely prohibited.

The That the Tenant shall, in case of lire give an immediate notice thereof to the Landlord, who shall thereupon cause the premises to be repaired as soon as reasonably and conveniently may be. There shall not be any abstement of rent in the interim, but if the premises be so duringed that the Landlord shall decide to rebuild, the term shall cease and the accrued rent be paid up to the time of fire, or if the rent has been paid in advance the pro-rata unearned portion thereof shall be returned to the Tenant.

Sith. That quitter the Tenant nor gas of the occupants of the demised premises shall drive plateurs, except and to a variety of the company.

portion thereof shall be returned to the lenant.

3th. That neither the Tenant nor any of the occupants of the demised premises shall drive picture or other nails into the walls or woodworks of said premises, that the Tenant shall make all repairs required to the walls, ceilings, wall-paper, paint, plastering, plumbring work, ripes, glass, glass globes and fixtures belonging to said apartment whenever damage or injury to the same shall have resulted from musee or neglect, that the Tenant shall repair and make good any damage occurring to the demised premises or to building, by reason of any neglect or carelevaness, or by reason, of injury to the shall repair and make good any damage occurring to the demised premises or to building, by reason of any neglect or carelosaness, or by reason, of injury to the dumbwatter, Croton waterpipes, meters or faucets and connections, by the Tenant or any occupant of, or visitor to the demised premises, shall not be used as a bearding or lodging house, nor for a school, nor to give instructions in music or singing, and note of the rooms shall be offered to let by placing notices on any door, window or wall of the building, nor by advertising the same directly or indirectly, in any newspaper, or otherwise; that the Tenant shall not expose any sign, advertisement, illumination or projection in or out of the windows or upon the exterior, or from such building or upon it in any place, except such as shall be approved and permitted in writing by the Landford. The Tenant shall indemaily, reimburse and save harmless the landford for and against any and all loss by reason of damage or injury to the demised premises or to the lixtures any appurlenances thereof (including ags ranges and refrigerators) or to the building of which the demised premises are a part, caused through the misuse, carelessness, or neglect of the Tenant, any member of his family or household or guest. The Tenant shall be liable to the Landford for the cost of re-moval at any violation caused by his own 11st and the Landford shall not be liable for any damage or injury whatsoever.

10th. That the Landlord, or its agents, shall have free access at all reasonable hours to the premises hereby leased, for the purpose of crames title. Indit the Landiord, or its agents, said have free to test the same, or exhibiting them to prospective buyer, or Tenants, or to make any repairs on said premises which the Landiord may desire to make, and they three months prior to the expiration of the term hereby granted, applicants shall be admitted at reasonable hours of the day to view the premises until lenged.

lith This lease shall be considered renewed at the option of the Landlord for a further period of one year from the date of its expiration as excessed herein at the same rental but without concession unless three months prior to the date of expiration of this lease notice in writing is sent to the Landlord by registered mail by the Tenant of the Tenant's desire to vacate, and that possession of the apartment will be given to the Landlord on the date of expiration of the Tenant of the Tenant's desire to vacate, and that possession of the apartment will be given to the Landlord on the date of expiration of the within lease.

12th. That in the event of the Tenant's dispossession by summary proceedings or if default shall be made in payment of the rent, or any part thereof 12th. That in the event of the fenants dispossession by summary proceedings or a default shall become and in payment of the rent, or any port thereof or in the performance of any covenants herein contained or if the scild premises or any part thereof shall become vacant during the scild term the Landlord or its representatives may re-enter and resume possession of the same either by force or otherwise without being liable to prosecution therefor and may at its option relet the said premises as the agent of the said Tenant but in the name of the said Landlord and receive the rent thereof applying the same to the partment of the expenses to which it may be put in re-entering and re-letting, including the cost of repairing, repainting and redecorating the demised premises and ment of the expenses to which it may be put in re-entering and retained, the part of the payment of the rent due by these presents, the remainder, if any, to be paid over to the Tenant who shall be liable for any deficiency, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, i.e., upon each of such rent days the Tenant shall pay to the shall be due and payable by the Tenant to the Landlord on the several rent days above specified. I.e., upon each of such rent days the Tenant shall pay the Landlord the amount of deficiency then existing. In re-letting the Landlord is authorized and empowered to give free rent or make any other concessions to the new Tenants and may rent the premises for the bolance of this Tenant's term or any part thereof for a period extending beyond such term all at the cost, expenser and risk of the Tenant. Delivery or acceptance of keys; acceptance of rent from assignees, sub-tenants or other persons; re-entry or resumption of possession; or any other acts, except a release or surrender in writing; under sed, executed by the Landlord, thall not be deemed to create or release of this Tenant or a surrender of this legse. That the liability of the Tenant for the payment of the rent or any other charge which the Tenant is required to pay hereunder shall survive the entry of a final order and the issuance of a warrant of eviction in summary proceedings.

13th. This lease shall be subject and subordinate at all times to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgage which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further distrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgages or proposed mortgages. The Tenant hereby appoints the Lundlord the attorney in-fact of the Tenant.

irrevocable to execute and deliver any such instruments for the Tenant

14th The Landlord may at any time omit or suspend the operation of elevators, heating apparatus or any portion of the mechanical or electrical service of the building in consequence of accident or by reason of the dependency of work incident to the repairs or reconstruction thereof until the necessary repairs or construction, as the case may be, shall have been made and completed. The Landlord shall also have the right to change manual or operator repairs or construction, as the case may be, shall have been made and completed. The Landlord shall also have the right to change manual or operator elevators to automatic or self-service elevators, and in that event, dispense with the services of doormen, elevator operators and attendants. Such omissions, students or changes in the operation of the aforementioned apparatus or diminution of the number of employees shall in no way affect, or in any way impair the obligations and covenants herein contained on the part of the Tennat, nor shall the Landlord, or the agents, servants and employees be rendered liable for prosecution in any wise or for any damage or offset by recson thereof. Nor shall the Landlord be liable for the failure to supply any of the aforegoing services by reason of strikes, lockouts, accidents or delays in securing supplies or labor for the maintenance of operation thereof or by reason of other causes beyond the control of the Landlord, nor shall the Tenant receive any allowance or abatement of rent in consequence thereof, nor shall the failure of supply or maintain any of the foregoing be construed as or deemed to be a constructive eviction. The Landlord shall have the right to discontinue all elevator service between the hours of 2.00 A.M. and 5.00 A.M.

lists. The Londlord will furnish to the Tenant steam and hot water whenever practicable. The supply of heat is to be confined to the winter months. The Londlord reserves to itself the right to be economical in the supply of both heat and hot water, whenever circumstances, over which it has no control warrant it. In consideration of the Tenant being released from all liability for extra expenses, all claims which would in any way conflict with the terms of

this agreement are hereby waived by the Tenant.

16th. Mechanical or electrical refrigerators, if any, are installed for the convenience of the Tenant. The Tenant shall pay for all electric current or gas consumed by the said refrigerator, and the Landlord shall in no manner be liable or become liable for any charges for the consumption of electricity or gas whether such charges be deemed excessive or otherwise.

17th. In the event that telephone service be installed by the Landlord in the halls or otherwise, the same may be discontinued at any time the Landlord may elect so to do without in any way affecting the terms of this lease.

Landlord may elect so is do without in any way attecting the terms of this lease.

18th. If summary proceedings shall be commenced against the Tenant or if the Tenant is dispossessed for non-payment of rent, or as a holdower or for any other cause, the Tenant agrees to pay all expenses incurred by the Landlord in dispossessing or instituting a dispossess proceeding against the Tenant. If not paid on demand, the amount of said expenses may be added to the next month's rent then due or the rent for any subsequent month. That in any event such reasonable counsel fees to which the Landlord and which the Tenant shall be obligated to pay shall be a sun not less than lifteen per centum (15%) of the amount of the rent and/or other charge as to which the Tenant has defaulted in payment of the sum of \$50.00 whichever amount is greater. That this statement as to such minimum amount shall not prejudice the right of the Landlord to a greater amount for counsel less for which the Landlord has incurred liability, when warranted. That this provision for the payment by the Tenant of counsel fees shall likewiss be applicable to any action or other proceeding instituted by the Landlord to enforce the payment of rent and/or other charge hereunder.

applicable to any action or other proceeding instituted by the Landord to enforce the payment of rent and/or other charge hereunder.

19th. It is expressly understood and agreed that if the Tenant receives any concession under the terms of this lease, and if thereafter said lease is renewed, no concession shall be allowed upon said renewal. No collateral agreements shall be binding upon the Landord unless the same be in writing and signed by the Landord or its agents duly authorized so to do. Any concession granted to the Tenant is conditioned upon the lathful performance by him of all the terms and coverants herein contained, and if the Landord shall institute summary proceedings for the nonpayment of any rent, then and in that event, it is mutually understood and hereby agreed that the Tenant forfeits his right to the concession, notwithstanding anything herein contained to the contrary. No act of the Landord or his agent during the term hereof shall be deemed an acceptance of a surrender of said premises shall be valid unless made in writing and personally subscribed by the Landord.

of said premises shall be valid unless made in writing and personally subscribed by the Landloid.

20th. That the Tenant and undertenants, if any, hereby waive the right to trial by a jury in any summary proceeding instituted by the Landloid or in any action involving the interpretation or construction of this lease, the rights of the parties hereunder or the occupancy of the premises by the Tenant in any action in the action is instituted by the Landloid or the Tenant, or in any action brought by the Landloid to recover remises by the Tenant whether such action of damages be instituted by the Landloid or the Tenant, or in any action brought by the Tenant or in any action instituted by the Tenant whether such action of damages be instituted by the Landloid or the Tenant, or in any action brought by the Tenant to recover a penalty or to recover damages for failure of the Landloid to occupy or use the demised premises in accordance with a certificate of eviction, or in any action instituted by the Tenant pursuant to statuted authorization. That this provision for waiver of jury trial by the Tenant shall likewise be applicable to any summary proceeding instituted by the Landloid or cause of action which shall accrue in layer of either party or to any action which shall be instituted by the Landloid or the Tenant after the relationship of Landloid and Tenant has terminated and the Tenant and undertenant, if any, have vaccated the premises.

The Fernant waives all the following rights: (1) he right to redeem the leased premises under Section 751 and 753 of the Real Processiv Actions and Proceedings I aw or under any present or future law after a "not order has been signed, or after a languagement in any action shall have been rendered on or other the Fernant shall have removed from the leased premises. (2) the right to response any counterclaim is any proceeding or action, instituted by the Landbord under the lease but shall be required to bring an independent action to ower same. (3) or to interpose the defenses of surrender and acceptance or consumal versicular in any action commenced for the recovery of the rest reserved here, or for the breach of this lease, or in any summary proceeding. No act constituting evicion in may denon commenced for the recovery of the least reserved acrea, or the blood of the least to the constructive eviction shall terminate this lease or my renewals thereof or release the Fenant from liability to pay the rent reserved hereunder or give the Landord the Landord thall not be required to above nuisances or noise created by other Tenants residing at the premises and all such acts of other Tenants shall not be deemed to be a constructive eviction and shall in no way affect the obligations of the Tenant herein.

under the terms of this lease. 22nd. It is hereby agreed that not withstanding anything herein contained to the contrary, that the total rent for the whole term hereby demised. Zind. It is hereby agreed that not withstanding anything herein contained to the contrary, that the total tent for the whole term hereby demised, is payable at the time of the making of this lease and that the provisions herein contained for the payment of the rent in installments, heretoface provided by in an earlier clause of this lease are for the convenience of the Tenants only and in default of the powment of the rent in installments, as therein the whole of the rent reserved for the whole of the period then remaining unpaid shall at the option of the Landlord at once become due without any notice-or demand, and collection of said entire balance for the whole of the period then remaining unpaid many the enforced by mean proceedings to recover possession, and the Landlord shall be entitled to a judgment for said entire balance in such summary proceeding.

23rd. The removal of all a substantial part of the Tenant's furniture from the apartment or any indication of the premises by the Lenant and the Landford may re-enter an ome passession thereof and respectively as the said apartment for the purpose of re-entering same whether or not the Tenant has surrendered the crys thereto. Nothing here shall be seened to releave the Tenant from liability to pay the real reserved herein and the Tenant hereby releases the Landford from any and all claims for damages by reason of such re-entry, nor shall such re-entry by Landford constitute a surrender and acceptance of this lease unless the Landford enters into a written agreement to such effect. Nothing contained in this paragraph shall be deemed to violate or modify any of the terms and conditions of paragraph. "12th" herein. 24th. The Tenant shall not require, permit, suffer, nor allow any windows in the demised premises to be cleaned from the outside unless such cleaning is done in full compliance with Section 702 of the New York State Labor Law.

25th. Any changes or alterations which the Landlord or which the owner of any adjoining or proximate premises may hereafter make in the physical condition of or surrounding the demised premises which about, effect or terminate or may or can abote, affect or terminate any of the Tenant's easements or rights appurtenant to or included or claimed to be appurtenant or included in the within demise, shall not in any manner after, suspend, modify or lessen any of the Tenant's obligations hereunder, but the lease shall novertheless continue otherwise fully unimprized and operative, and the Landlord is hereby authorized to make any such or other changes or other change

25th. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date when the possession of that part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

27th. If the Tenant holds over beyond to expiration of the term hereinabove set forth, the Landlord at its option, may then treat the Tenant either as 2/th. If the Lenant holds over beyond the expiration of the term hereinabove set forth, the Landford at its option, may then treat the Tenant einler as a trespasser or as a holdover Tenant for another year by operation of law but without concession. The Tenant agrees that no waiver of the Landford option hereinander shall be valid and enforceable unless it is in writing and subscribed by the Landford by its duly authorized officer or agent. The superintendent or janitor in charge of the house containing the demised premises shall not be considered such officer or agent of the Landford.

28th. The Tenant will observe and comply with, and the Tenant agrees that all persons dwelling in or visiting the demised premises, will observe

and comply with the rules and regulations printed on the back hereof, and such other and further rules and regulations as the Landford may from time to time deem needful, and prescribe, for the safety, care and cleanliness of the building, and the preservation of good order therein as well as the comfort, quiet and convenience of other occupants of the building. The violation of any rule or regulation shall be deemed a violation by the Tenant of a substantial

obligation of the tenancy

obligation of the tenancy.

29th. The Tenant shall not install or use a laundry machine, dish washing machine, air conditioning or ventilating equipment, or other mechanical equipment or a television antenna of other radio antenna in the apartment or outside the contines of the apartment. That the Tenant shall not diffix wallpaper to the walls or ceilings or apply paint thereto, the colors or tints of which vary from the colors or tints applied to the walls and ceilings by the Landlord. The Tenant shall not harbor a dog, cat or any other animal on the premises. The violation by the Tenant of any restriction contained in this paragraph shall be deemed a violation by the Tenant of a substantial obligation of this lease and shall entitle the Landlord to terminate the tenancy in the manner herein provided.

30th. In accordance with the requirements of Section 33(2) of the Rent and Eviction Regulations promulgated by the City Rent and Rehabilitation Administration: The Landlard hereby certifies to the City Rent and Rehabilitation Administration that he (it) is maintaining all essential services furnished, or required to be furnished, as of the date determining the maximum rent and will continue to maintain such services as long as the increase in maximum rent

31st. The Tenant further agrees to pay as additional rent such amount as may be fixed by order of the City Rent and Rehabilitation Administration for increased services or equipment, pursuant to Section 33(1) of the Rent and Eviction Regulations. That the Tenant hereby consents that the electrical wiring system and electrical equipment be replaced, and that the plumbing fixtures and pipes may be replaced or any other capital improvement may be installed when deemed necessary by the Landlord, and the Tenant agrees to pay as additional rent such amount as may be fixed by the City Rent and Rehabilitation. Administration for such improvement.

32nd. That in the event that the Tenant shall be authorized or required to pay any money or perform any condition on a Sunday or a public holidar, or within or before or after a time computed from a certain day and such period of time ends on a Sunday or public holiday, such payment or performance shall not be excused, delayed or the time extended by reason of such day being a Sunday or public holiday. That payment of money or performance of a continuous or required shall be required of the Tenant notwithstanding that such day is a Sunday or holiday.

33rd. That in the event that subsequent to the expiration of the term of this lease the Tenant shall continue in possession as a statuary tenant under the protection of the New York City Rent and Rehabilitation Law or any other rent control statute, the Tenant shall pay the maximum legal rent which is

- Obtainable under such statute without prior notice or demand.

 34th. That in the event that the Tenant or any occupant of the apartment shall violate any of the terms, covenants, conditions and restrictions of this lease or any of the rules and regulations prescribed by the Landlord, or if the Landlord shall does the tenancy undestrable by reason of conduct or actions of the Tenant or any occupant of the apartment or quests or visitors thereto which annoy or disturb or interfere with the cominground or any occupant of the apartment or quests or visitors thereto which annoy or disturb or tend to annoy or disturb or interfere with the cominground or any occupant of the apartment or quests or visitors thereto which annoy or disturb or the neighborhood. The Landlord, its agents, or assigns may terminate this lease upon giving to the Tenant personally, or by leaving at the demised apartment, or by sending by registered may or by certified mail to the Tenant at the demised premises live (5) days notice in writing of intention to terminate this lease and the term of this lease notice as the termination date mentioned in said notice, although rent shall have been paid in advance for a period extending beyond the date mentioned in said shall be entitled to immediate possession of the apartment.
 - 35. All rents must be mailed to the office of the Landlord.
 - 36. In the event said rent is not received by the 5th day of each month. there will be a late charge imposed on the tenant equal to 5% of the total amount which is past-due.

The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless in writing and signed by the Landlord.

The covenants and agreements herein are binding on the parties hereto, their legal representatives and assigns.

In Witness Whereof the parties have hereunto set their hands and seals.

Witness to Landlord's Signature ss to Tenant's Signature

pires	oartment_ Two	ilding 250 W.	Lea	F. & 1	
1 0	(2)	0 W.	38	Rs.	
<u>1972</u> _annum \$ _1105.00_month	Pwo (2) Years	1541	Lease of Apartment	& IRS. John webster	ਰ
30th		15th Street	nedj	MEBS	
5.00	on lat	000	time	KEEN	
. 19 72 _month	floor		#	Tenant.	



RULES AND REGULATIONS

The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than ingress or agress to and from the demised premises.

Children shall not play in the public halls, stairways, or elevators, if any, and no baby carriages, velocipedes or bicycles shall be allowed to stand in the halls, passageways, areas, courts or in front of the building

Children unaccompanied by an adult shall not be permitted to use or operate any automatic or self-service elevator.

Supplies, goods and packages of every kind must be delivered through the basement of the building.

Unless the building is equipped with an incinerator, all garbage and refuse must be sent down to the basement in such manner and at such times at the superintendent may direct.

The Landlord may retain a pass key to the premises. No Tenant shall lock any or install a new lock or a knocker on any door of the demised premises without the written consent of the Landlord or the Landlord's agent. In case such consent is given the Tenant shall provide the Landlord with an additional key for the use of Landlord pursuant to the Landlords' right of access to the demised premises.

No Tenant shall allow anything whatever to fall from the windows or doors of the demised premises, nor shall sweep or throw from the demised premises any dirt or other substance into any of the corridors or halls, elevators, light shalls, dumbwaiter shalls, ventilators or elsewhere in the building. The Tenant shall take good care of the premises and conform to the rules and regulations governing the building, and to any reasonable modifications and additions thereto, that the Landford may deen necessary for the protection of the building and the general confort and welfare of the occupants thereof, and at the end or other expiration of the term the Tenant shall deliver up the demised premises in good order and condition.

No garbage cans, coal holder, woodpox, supplies, ice or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies, or placed upon the window sills. Nother shall any table cloths, clothing, curtains, rugs or mops be shaken or be hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

No Tenant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, and or permit unything by such persons that will interfere with the rights, comforts or convenience of other Tenants. No Tenant shall play upon, or elegan o'lock P.M. and the following eight o'lock A.M., if the same shall disturb or analy other occupants of the building. No Tenant shall conduct or permit to be conducted, vocal or instrumental practice, nor give permit to be given vocal or instrumental instruction.

No animals of any kind shall be kept or harbored in the demised premises, unless the same in each instance be expressly permit in writing by the Landlord and such consent, it given, shall be revocable by the Landlord at any time. In the case where permission is given allowing the Tenant to keep a dog, the dog must be on a leash at all times when not actually in the Tenant's apartment, yet on the grounds of the building.

STANDARD FORM OF APARTMENT LEASE

The Real Zstate Board of New York, Inc.

Aurrement of Lease, made this

6th

NOVEMBER

19 70 between

floor, in the building

ATTANTIC WESTERLY CO.

tenty of the first part, hereinafter referred to as Landlord, and

BENNIE HIMES

party of the second part, hereinafter referred to as Tenant,

Withtreseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as 18C EIGHTEENTH Apartment on the

known as THE WESTERLY, 300 WEST 55th STREET

in the Borough of MANHATTAN , City of New

York, for the term of THREE (3) YEARS

(or until such term shall sooner cease and expire, as hereinafter provided), to

day of commence on the NOVEMBER nineteen hundred and lst

und to end on the day of nineteen hundred and OCTOBER 31st

both dates inclusive, at an annual rental of FOUR THOUSAND SIX HUNDRED THIRTY SEVEN BOLLARS AND SIXTEEN

CENTS (#4.637.16) TO BE PAID IN EQUAL MONTHLY INSTALLMENTS OF THREE HUNDRED EIGHTY SIX

DOLLARS AND FORTY THREE CENTS (\$386.43) PER MONTH.

Which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, Intellic and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve " notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half mouth's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landhui's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable herethis ler, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereio, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby coverant, as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy

2. The demised premises and any part theref shall be occupted only by Tenant and the members of the immediate family of Tenant, and as a strictly private dwelling apartment and for

Assignment. Mortgage. Etc.

no other purpose.

3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this agreement, nor underlet, or use or permit the demised

premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlard may, after descrult by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

Alterations

4. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party. including all panelling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 25 not less than 3 days prior to the expiration or other termination of this lease a any renewal or extension thereof), become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Any mechanic's lien filed against the demised remises, or the building, of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.

5. Tenant shall take good care of demised premises and fixtures therein and, subject to provisions of Article 4 hereof shall make, as and when needed, as a result of misuse or neglect by Tenant, all repairs in and about demised premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. However, Landlord may repair, at the expense of Tenant, all damage or injury to demised premises, or to the building, of which the same form a part, or to its fixtures, appurtenances or equipment, done by Tenant or Tenant's servants, employees, agents, visitors or licensees, or caused by moving property of Tenant in and/or out of the building, or by installation or removal of furniture or other property, or resulting from cir-conditioning unit or system, short circuits, overflow or leakage of water, steam, illuminating gas, sewer gas, sewerage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to carelessness, negligence, or improper conduct of Tenant, or Tenant's servants, employees, agents, visitors or licensees. Except as provided in Article 11 inerect, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, or annoyance arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no liability upon Landlord for failure to make any repairs, alterations, additions, or improvements in or to any portion of the building or demised cremises, or in or to fixtures, appurtenances or equipment,

Window leaning

6. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

Requiremonis of Law

7. Tenant shall comply with all laws, orders and requlations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to demised premises, or the use or occupation thereof; and shall of do or permit to be done, any act or thing upon said premises, which will validate or be in conflict with fire insurance policies covering the building. I which demised premises are a part, and fixtures and property therein, and shall not do or permit to be done, any act or thing upon said premises which shall or might subject the Landlord to any liability or responsibility

for injury to any person or persons or to any property by reason of any business or operation being carried on upon said premises; and shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of fire insurance on

Insurance

the building, of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for

that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such violation by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Subordination

* 8. This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or bereafter affect the real property, of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant.

Rules and Regulations

9. Tenant and Tenant's family, servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with, the Rules and Regulations set

forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Lar. ilord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reason ableness of such Rule or Regulation for arbitration to the Chairman for the time being of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such person or persons as he may designate, whose determination shall be final and conclusive upon the parties hereto. No dispute of the reasonableness of any rule or regulation shall be deemed a compliance upon Tenant's part with the foregoing provisions of this article unless the same shall have been raised by service of a notice in writing upon Landlord within ten days after the adoption of any such rule or regulation. Landlord shall not be liable to Tenant for violation of any of said Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

Property-Loss, Damage 10. Landlord or Landlord's agents shall not be liable for any damage to property entrusted to employees of the building, nor for the loss of any property by theft or

otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place or by dampness or any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building, or for interference with the light or other incorpored, hereditaments, or caused by operations in construction of any public or quasi public work; nor shall Landlord be liable for any latent defect in the building. If at any time any windows of the demised premises become closed or darkened, for any reason whatever, Landlord shall not be liable for any damage that Tenant may sustain thereby and Tenant shall not be entitled to any compensation or abatement of rent or release from any of the obligations of Tenant hereunder because of such closing or darkening. Landlord or Landlord's agents shall not be liable for the presence of bugs, vermin or insects, if any, in the premises, nor shall their presence affect this lects. If Landlord small furnish to Tenant any storeroom, use of laundry or any other facility outside of the demised premises, the same shall be furnished gratuitously, and any such storeroom shall be used by Tenant for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty, and the use of any such laundry, storeroom or other facility shall be at the risk of the person using the same and Landlord or Landlord's agents shall not be liable for any injury to person or loss by theft or otherwise or damage to property, whether due to negligence of Landlord or Landlord's agents or otherwise. Tenant shall reimburse and discrete as additional and the control of the cont rd as additional rent for all expenses, damages or fines incurred by Landlord by reason of any breach, violation or non-perio nant, cr

Tenant's family, servants, employees, agents, visitors or licensees of any covenant or provision of this lease, or by reason of damage to persons or property caused by moving property in and/or out of the building or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the occupancy or use by Tonant of demised premises or of the building of which demised premises form a part, or any part of either thereof, or from any other cause due to the carelessness, negligence or improper conduct of the Tenant or the Tenant's family, servants, employees, agants, visitors or licensees. Tenant shall give immediate notice to Landlord in case of fire or accidents to or defects in any fixtures or equipment of the building.

Destruction-Fire or Other Cause

11. If the demised premises shall be partially damaged by fire or other cause without the fault or reglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord, and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises waich is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cruse beyond Landlord's control. But if the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and Landlord shall decide not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Article 25 hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice

Domain

same to Landlord.

12. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

is given, and Tenant shall vacate the demised premises and surrender the

13. As long as Tenant is not in default under any of Services the provisions of this lears Landlord covenants to furnish, insofar as the existing facilities provide, the following services: (a) Elevator service; (b) Hot and cold water in reasonable quantities at all times; (c) Heat at reasonable hours during the cold seasons of the year. Interruption or curtailment of any such services shall not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent. Mechanical refrigeration equipment, if provided, is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. If Landlard maintains a telephone switchboard connected with the demised premises, Tenant may use such service at the rates charged to other tenants of the building. The amount charged shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon 30 days' written notice to the Tenant, without in any way affecting the obligations of the parties hereunder. If the building, of which the demised premises are a part, supplies manually operated elevator service, Landlord may discontinue such service upon ten (10) days' notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that within a reasonable time after the expiration of said ten (10) day period Landlord shall commence the substitution of an automatic control type of elevator in lieu of the manually operated elevator, and with due diligence pursue to completion the installation of such automatic control elevator or elevators. It is understood, however, that due allowance shall be made by Tenant for reasonable delay caused by strikes or any other cause beyond Landlord's control. If electric current be supplied by Landlord, Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at the rates charged to residential consumers by any electric corporation subject to the jurisdiction of the Public Service Commission and serving the part of the city where the building is located; bills therefor shall be rendered at such times as Landlord may elect and the amount, as computed from a meter installed by Landlord, or Landlord's agent, shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon thirty (30) days' notice to Tenant without being liable therefor or in any way affecting the liability of Tenant hereunder. In the event that Landlord gives such notice,

(c). It is stipulated and agreed that in the event of the termination of t lease pursuant to (a) or (b) hereof, Landlord shall forthwith, notwithstand any other provisions of this lease to the contrary, be entitled to recover fi Tenant as and for liquidated damages an amount equal to the differe between the rent reserved hereunder for the unexpired portion of the tdemised and the rental value of the demised premises, at the time of mination, for the unexpired term or portion thereof, both d (c) Measure counted at the rate of four per centum (4%) per annum

of Downges present worth; nothing herein contained shall limit or prejudthe right of the Landlord to prove for and obtain as liquidadamages by reason of such termination, an amount equal to the maxim: allowed by any statute or rule of law in effect at the time when, and gove ing the proceedings in which, such damages are to be proved, whether not such amount be greater, equal to, or less than the amount of difference referred to above. In determining rental value of the dem premises the rental realized by any reletting, if such reletting be accomplis by Landlord within a reasonable time after termination of this lease, si be deemed prima facie to be the rental value.

16. (1). If Tenant shall make default in fulfilling any the covenants of this lease other than the covenants the payment of rent or additional rent, or if the demised premises becar vacant or deserted, Landlord may give Tenant three days' notice of inte tion to end the term of this lease and thereupon, at the expiration of sc three days (if said default continues to exist) the term under this lease sho expire as fully and completely as if that day were the day herein definite fixed for the expiration of the term, and Tenant will then quit and surren the demised premises to Landlord but Tenant shall remain liable as he inafter provided; or (2) if Landlord or Landlord's agents shall deem obtionable or improper any conduct on the part of Tenant or occupants, visitors or licensees, or shall deem Tenant or occupants, or visitors or lice sees objectionable, Landlord may in like manner give to Tenant three day notice of intention to end the term of this lease and tender therewith offer to tender the rent paid on account of the unexpired term, and thereup at the expiration of said three days the term under this lease shall exp as fully and completely as if that day were the day herein definitely fix for the expiration of the term, and Tenant will then quit and surrender : demised premises to Landlord.

(3). If the notice provided for in (1) or (2) hereof shall have been give and the term shall expire us aforesaid; or (3a) if Tenant shall make defain the payment of the rent reserved herein or any item of additional re herein mentioned or any par of either or in making any other payme herein provided; or (3b) if any execution or attachment shall be issu against Tenant or any of Tenant's property whereupon the demised premi shall be taken or occupied or attempted to be taken or occupied by some other than Tenant; or (3c) if Tenant shall make default with respect to a other lease between Landlord and Tenant; or (3d) if Tenant shall fail to mo into or take possession of the premises within fifteen (15) days after co meacement of the term of this lease of which fact Landlord shall be the so judge; then and in any of such events Landlord may without notice, re-ents the demised premises either by force or otherwise, and dispossess tenan by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises, and remove their effects an hold the premises as if this lease had not been made, and Tenant hereb waives the service of notice of intention to re-enter or to institute leg proceedings to that end. It Tenant shall make default hereunder prior the date fixed as the commencement of any renewal or extension of the lease, Landlord may cancel and terminate such renewal or extension agreement. ment by written notice as hereinafter provided.

Remedies of Landlord

In case of any such default, re-entry, expiration and/o dispossess by summary proceedings or otherwise (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, t gether with such expenses as Landlord may incur for legal expenses, a

torneys' fees, brokerage and/or putting the demised premises in good order or for preparing the same for re-rental; (b) Landlord may re-let the premises any part or parts thereof, either in the name of Landlord or otherwise, for term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of the lease and may grant concessions or free rent; and, or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidate damages for the failure of Tenant to observe and perform said Tenan covenants herein contained, any deficiency between the rent hereby t served and/or covenanted to be paid and the net amount, if any, of t rents collected on account of the lease or leases of the demised premis for each month of the period which would otherwise have constituted t

Landlord shall permit Tenant to receive such service from any other person or corporation and shall permit Landlord's wires and conduits to be used for such purpose. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Landlord in each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control. If any tax be imposed upon Landlord's receipts from the sale or resale of electrical energy or gas or telephone service to Tenant by any Municipal, State or Federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to

Access to Promises

14. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the demised premises. Landlord or Landlord's agents shall have the

right to enter the demised premises during reasonable hours, to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction in whole or in part, and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements or additions are being made, because of the prosecution of any such work, or otherwise. For a period of seven months prior to the termination of this lease, Landlord shall have the right, during reasonable hours, to enter said premises for the purpose of exhibiting the same to persons desiring to rent or buy the same. If, during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and after, renovate and redecorate the demised premises, without elimination or abatement of rent, or other compensation, and such acts shall have no effect upon this lease. li Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property). and without in any manner affecting the obligations and covenants of

Bankruptcy

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15. (a). If at any time prior to the date herein fixed as the commencement of the term of this lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or inscivency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit

of creditors, this lease shall ipso facto be cancelled and (a) Prior terminated and in which event neither Tenant nor any person to Term claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession of

demised premises and Landlord, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, many retain as liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in behalf of Tenant upon the execu-

(b). If at the date fixed as the commencement of the term of this lease If at any time during the term hereby demised there shall be filed by or Palest Tenant in any court pursuant to any statute either of the United States any State a petition in bankruptcy or insolvency or for reorganization appointment of a receiver or trustee of all or a portion of Tenant's es if Terant make an assignment for the benefit of creditors, this leans, at the option of the Landlord, exercised within a recompable time after notice of the happening of any one and to which events, may be cancelled and terminated to which event neither Tenant nor any person claim-Tangent by virtue of any statute or of an order of any the by virtue of any statute or a surbathwith cult and surrender the premises and dishts and remedies Landlord has by virtue selection and remedies Landlerd nos by various in this lease contained or by the contained on by the contained on by the contained on the contained by the cont

balance of the term of this lease. In computing such liquidated ddinages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alteration and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let for failure to collect the rent thereof under such re-letting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law

Waiver of Redemption

or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord

17. If Tenant shall default in the performance of any

obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease or otherwise.

Fees and Expenses

covenant on Tenant's part to be performed by virtue any provision in any article in this lease contained, Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur any expense including reasonable attorney's fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

No Representations by Landlord

18. Landlord or Landlord's agents have made no representations or promises with respect to the said building, the land upon which it is erected or demised premises except as herein expressly set forth and no rights, easements or

licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. The taking possession of the demised premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken,

End of

19. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last day of the term of this lease or any renewal thereof falls on Sunday, this ie me shall expire on the business day immediately preceding. Tenant's obligation to observe of perform this covenant shall survive the expiration or other termination of

Quiet Enjoyment

20. Landlord covenants and agrees with Tenant dell upon Tenant paying said rent, and performing all the covenants and conditions aforesaid, on Tenant's post

be observed and performed, Tenant shall and may peaceably and quie have, hold and enjoy the premises hereby demised, for the term aforesee aubject, however, to the terms of the lease and of the ground leases, unber lying leases and mortgages hereinbefors mentioned.

Failure To Give Possession 21. If Landlord shall be unable to give possession the demised premises on the date of the commis of the term hereof by reason of the fact that the cre located in a building being constructed

has not been sufficient completed to make the promay or by reason

ADDITIONAL	CLAUSES	attache	d to and	forming a part of Lease
dated	11/6/70		_ between	ATIANTIC WESTERLY CO.
LANDLORD,	and	BENNIE	HINES	, TENANT.

AIR-CONDITIONING: As long as Tenant is not in default under any of the provision of this leave. Landlord covenants to furnish, insofar as the existing facilities permit, air-conditioning to the demised premises on such days and at such hours when, in the judgment of Landlord, any such service may be required for the comfortable occupancy of the demised prepremises.

Tenant agrees to keep and cause to be kept closed all windows in the demised premises whenever the air-conditioning system is in operation and at all times to cooperate fully with Landlerd and to abide by all of the regulations and requirements which Land ord may prescribe for the proper functioning and protection of Landlord's air-conditioning system. Landlord, throughout the term of this lease, shall have free and unrestricted access to any and all air-conditioning facilities in the demised premises. Landlord reserves the right to interrupt, curtail, stop or suspend such air-conditioning when necessary by reason of accident, or emergency, or for repairs, alterations, replacements or improvements in the judgment of Landlord desirable of necessary to be made, or of difficulty or inability in securing supplies or labor, or of strikes, or of any other cause beyond the reasonable control of Landlord. No diminution or abatement of rent or other compensation shall or will be claimed by tenant, nor shall this lease or any of the obligations of Tenant be affected or reduced, by reason of such interruption or curtailment or stoppage or suspension of such air-conditioning, nor shall such interruption or curtailment of such air-conditioning constitute a constructive or partial eviction.

Landlord shall not be required to furnish, and Tenant shall not be entitled to receive, any air-conditioning service during any period wherein Tenant shall be in default in the payment of rent or additional rent as specified in this lease. Said air-conditioning is for the accommodation of Tenant and Landlord shall not be responsible for any railure of air-conditioning or for leakage or damage caused by or as the result of such air-conditioning. Tenant is aware that the air-conditioning and heating system servicing the lemised premises contains a fan unit located in the demised premises. Notwithstanding any thing herein contained to the contrary, Tenant agrees to pay for the electricity consumed by such fan unit for heating or air-conditioning as measured on Tenant's electricity meter, if any. In no event shall Landlord be responsible for charges for electricity consumed by such fan unit.

Please initial

BLANDLORD

TEMANT

ADDITIONAL CLAUSES attached to and forming a part of lease dated 11/6/70

Between

ATIANTIC WESTERLY CO.		LANDLORD,
BENNIE HINES	Í	and TENANT.

For SECURITY

The Tenant hereby deposits the sum of SEVEN HUNDRED SEVENTY TWO & 864 Dollars with the Landlord, receipts of which is hereby acknowledged, as security for the full and faithful performance by the Tenant of each and every term, covenant and condition of this lease. In the event that the Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this lease, including but not limited to payment of rent and additional rent, the Landlord may use, apply or retain the whole or any part of the security so deposited for the payment of any rent and additional rent in default or for any other sum which the Landlord may expend or be required to expend by reason of the Tenant's default, including any damages or deficiency in the reletting of the premises, whether such damage or deficiency accrue before or after summary proceedings or other reentry by the Landlord. In the event that the Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security or any balance thereof shall be returned to the tenant after the time fixed as the expiration of the herein demised term. The Tenant shall not be entitled to any interest on the aforesaid security. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and Landlord shall be considered released by the Tenant from all liability for the return of such security, and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this sall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the tenant without the written consent of the Landlord. It is expressly understood and agreed that the issuance of a warrant and the reentering of said premises by the Landlord for any default on the part of the tenant prior to the expiration of the demised term, shall not be deemed such a termination of this lease as entitle the tenant to the recovery of the said security, that the said deposit shall be retained and remain in the possession of the Landlord until the end of the term as hereinbefore stated.

To be initialed by the Landlord and Tenant

LANDLORD

X

TENANT

Pursuant to Section 233 of the Real Property Law, you are nereby notified that your security deposit in the sum of \$ 772.86 has been deposited in the MANUFACTURERS HANOVER TRUST CO.

cumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possession on the date of commencement of the term shall in any wise affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any wise to extend the term of this lease. If the building in which the demised premises are located is not in course of construction, and Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the holding over of any tenant or tenants or for any other reason; or if repairs, improvements or decorations of the demised premises or of the building in which said premises are located, are not completed, no abotement or diminution of the rent to be paid hereunder shall be allowed to Tenant under such circumstances. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. In either case rent shall commence on the date specified in this lease.

No Waiver 22. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies, and/or an agreement for the renewal hereof at the expiration of the term first above mentioned, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of such first mentioned term shall not be corsidered an extension thereof or a vested right in Tenant to such further term, so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term hereby granted; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension previously entered tnto between said Landlord and Tenant or the right of Tenant to any such renewal; any right herein contained on the part of Landlord to cancel "tis lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall constitute an eviction by Landlord, nor shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease. The delivery of keys to any employee of Landlord or of Lanc lord's agents shall not operate as a termination of the lease or a surrender of the premises. In the event of Tenant at any time desiring to have Landlord sublet the premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease, Tenant hereby relieves Landlord of any liability for loss of any of Tenant's effects or the happening of any other event in connection with such subletting. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, or any of the rules and regulations set forth on the back of this lease or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth on the back of this lease, or hereafter adopted, against Tenant and/or any other tenant in the building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any

endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without projudice to Landlerd's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

Walver of Trial by Jury

23. It is mutually agreed by and between Landlord and Tenant that the respective parties hereio shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatscever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim

of injury or damage. Inchility to

Perform

24. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is

unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Bills and Notices

25. Except as otherwise in this lease provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any

notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered mail addressed to Tenant at the building of which the demised premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord nust be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

Captions 26. The Captions are inserted only as a matter of convenience and for reference and in no way define. lin it or describe the scope of this lease nor the intent of any provision the eof.

Def utions 27. The term "Landlord" as used in this lease means

only the owner or the mortgagee in possession for the time being of the land and building (or the owner of a lease of the building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

28. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, the'r assigns.



29. Tenant agrees not to install, use or maintain any electric washing machine, electric clothes dryer or electric dishwasher in the demised premises. The presence of a portable washing machine, clothes dryer or dishwasher in the demised premises shall be deemed an installation of said washing machine, clothes dryer or dishwasher whether some be effixed to the plumbing in a permanent manner or not. Any breach of this paragraph shall be deemed a material breach and shall constitute a default of the terms of this lease entitling the Landlord to the remedies as provided an Passagraph "16" herein, in addition to and without limitation of any other remedy available to it, and shall further entitle the Landlord to the right to obtain a mandatory and/or restraining injunction. In the event that any court action or proceeding is instituted by the Landlord to enforce any of the provisions of this paragraph or to prevent the breach thereof, the tenant agrees to pay the Lendlord a reasonable attorney's fees as computed by the court in said action or proceeding or in any subsequent action or proceeding brought to recover same, and the trains liability hereunder shall survive the termination or expiration of this lease.

30. Tenant simil have rugs covering all floors in order to avoid noise disturbance to neighboring tenants.

our first above written.	Tenant have respectively signed and sealed this lease as of the day and
itness for Landlord:	Challe Lunger
itness for Tenant:	[L. S.]
TATE OF NEW YORK, S.S.:	Tenant's Signature.

On this day of efore me personally came

in the year one thousand nine hundred and

, to me known and known to

e to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the ime for the purpose mentioned therein.

Notary Public, Number

[Seal] , County of New York.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within lease with Tenant, the undersigned guarantees to Landlord, Landlord's successors and assigns, the full performance and observance. Landford, Landford's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor heteunder shall in nowise be terminated, affected or impaired by reason of the assertion by Landford

WITNESS:	w York City		19
		•	Reside
			Busine
			Firm N

against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease. As a further inducement to Landlord is make this lease and it, consideration thereof, Landlord and the undersigned coverant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this quaranty that Landlord and the understand of the contraction of the contraction of the contraction of the terms of this lease or of this quaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

	 	 TL.S.
esidence		
	,	
usiness Address		

RULES AND REGULATIONS

1. The sidewalks, entrances, parages, courts, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the demised premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside or inside of the demised premises or building without the prior written consent of the Landford.

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Landford.

4. No bady carriages, velocipedes, or bicycles shall be allowed in passenger elevators, if service elevator is provided, nor allowed to stand in the halls, passengeways, areas or courts of the building.

5. Unless automatic, the passenger and service elevators, if any, shall be operated only by employees of the Landford, and must not in any event be interfered with by the Tenant, his 'smity, servants, employees, agents, visitors or licensees. Elevators will be operated only during such hours as the Landford may from time to time determine. from time to time determine.

Children shall not play in the public halls, stairways, or elevators, if any,

6. Children shall not play in the public halls, stairways, or elevators, if any, nor be permitted in the service elevators.
7. The service elevators, if any, shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators, if any, shall not be used by them for that purpose, if service elevator is provided, except that surses with children may use the passenger elevators, if any.
8. Supplies, goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators, or dumb-waiters, to the Tenant, or in such manner as the Landlord may provide and the Landlord is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.

loss of damage may occur through the carelessness or negligence of the employees of the building.

9. Unless the building is equipped with an incine ator, all garbage and refuse must be sent down to the bosement in such manner and at such times as the superintendent may direct.

10. The inundry and drying apparatus, if any, shall be used in such manner and as such times as the superintendent may direct. If the Landlard provides clothes dryers in other parts of the premises, the Tenant shall not dry or air clothes

11. The Landlord may retain a pass key to the premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the demised premises without the written consent of the Landlord, or the Landlord's agent in case such consent is given the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the demised premises.

12. No servants or employees of the Landlord shall be sent out of the building by any Tenant at any time for any purpose.

13. No Tenana shall allow anything whatever to fall from the window or doors of the demised premises, nor shall sweep or throw from the demised premises any dirt or other substance into any of the carridors, or halls, elevators, light shafts, dumb-waiter shafts, ventilators or elsewhere in the building.

14. No garbage cans, coal holder, woodbox, supplies, ice, milk bottles, or

14. No garbage cans, coal holder, woodbox, supplies, ice, milk bottles, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the windows sills. Neither shall any lines, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

in any manner. No Tenant shall make or permit any disturbing noises in the building 15. No Tenant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Tenants. No Tenant shall play upon, or suffer to be played upon, any rustical instrument or operate or suffer to be operated a phonograph or radio in the demised premises between the hours of eleven o'clock F. M. and the following eight o'clock A. M. if the same shall disturb or annoy other occupants of the building. No Tenant shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

strumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

16. No radio installation shall be made without the written consent of the Landlord. Any aerial erected on the roof or exterior walls of the building without the consent of the Landlord, in writing, is liable to removal without notice.

17. No animals of any kind shall be kept or harbored in the demised premises, unless the same in each instance be expressly permitted in writing by the Landlord, and such consent, if given, shall be revocable by the Landlord at any time. In no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on leash, nor in any grass or garden plot under any condition.



SPECIAL RULES AND REGULATIONS NOT PROVIDED IN STANDARD FORM OF LEASE OF APARTMENT, BUT FORMING A PART HEREOF.

Apartment

Premises

Tenant

Expires

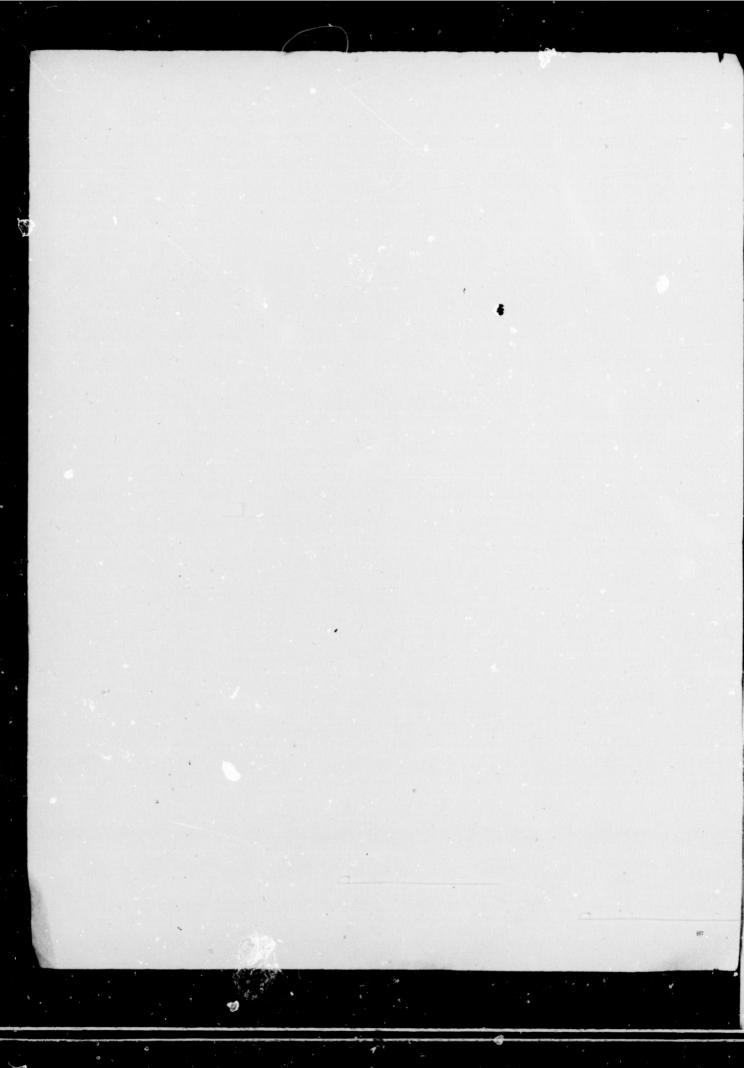
STANDARD FORM OF APARTMENT



Tease



Management Division
The Read Estate Board of New York, Inc.
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TELEPHONE IN 9-1110

APPLICATION FOR APARTMENT

Date 1/-/- 70
The undersigned (do) does hereby make application for Apartment Number 18-C, Floor 18
16/01/11/9
Rent per month \$ 386.43 Security \$ 772.86 Garage Rent \$ Lease from 140-140976 to 60.03/1973 Deposit Received (Cash, Check) 390. Bal. Due 76229
Lease from 1467-14970 to CCT 3/1977 Deresit Received (Carlo Charles 390 110 76979
Applicant Bennie Hines Wife's Name
Applicant Bennie Him Wife's Name Children Home Address 1021 Old Hand Track Hatta Phone 713-747-90
Business or Employer (H) LB J. Bushing Ed.
Business or Employer (H) L. B. J. Bulling & Other Occupants Business Address 3003 Cadelline, and Detruit Phone
Business or Employer (W)
Business or Employer (W)
Present Landlord Muyer 3 andel Address 27 Charchest Pater Annual Income (1825 Face)
Annual Income (H)25,610 Car Make
Annual Income (W)
Annual Income (W) Bank: Personal Lorican Melional Bonk Branch Lorican Ofice
Branch Branch Color Colors
Business Branch Credit: Business Address Branch
Address.
No decorations and no alterations will be made other than mentioned herein, and the Landlord will not be bound by agreements or promises made by representatives who show apartments except as set forth herein.
IT IS UNDERSTOOD that if the applicant is approved by the Landlord, the applicant shall sign at the office of the Landlord, the Landlord's form of lease, a copy of which is on exhibit, within five days after notice of the approval of this application.
It is understood that at the signing of the lease, tenant agrees to pay simultaneously by cash or by certified check the first month's rent and
In the event of the applicant's failure to sign the lease, the Landlord may retain the desit paid hereunder as liquidated damages for partial reimbursement for the expenses incurred hereunder such as, but not limited to, credit investigation, legal fees in connection with the preparation of the lease, office expenses, representations.
The applicant understands that the Landlord is relying upon the truth of the state
after approval, any misrepresentation at any time shall be disclosed or should the financial circumstances of the applicant change, which in the opinion of the Landlord makes this application unaccepable for any reason, the Landlord may arbitrarily cancel any executed lease by returning the moneys paid hereunder.
In the event that the Landlord rejects this application the Landlord agrees to return the moneys deposited here- under and there shall be no further rights in favor of either party.
NO DEPOSITS REFUNDED UNLESS APPLICATION IS REJECTED.
NO PETS ALLOWED.
The Landlord is not responsible for any oral representations made except those which are actually written and contained in the lease.
The applicant has read this application and is fully aware of all the terms and conditions contained herein.
PAINTING: Foyer, Living Room
386.43 Master Bedroom
111.86 Bedroom IN
Bedroom O
1151 - 20 100 1 1/2/70
390 39 BON N 1 1 1 1159.25
169.11 Denny 10 10
Applicant's Signature

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

Agreement of Trane, made this

day of March

19 71, between

North 34th Company, alimited partnership party of the first part, hereinafter reserved to as Landlord, and

Raboh Byrd

Gloria Grant

party of the second part, hereinafter referred to as Tenant.

M nhattan

Witnesseth: That Landlord hereby leases to Tenant and Tanant hereby hires from Landlord, the apartment known as

Apartment 3B

on the Third floor, in the building

known as

in the Borough of

, City of New

333 East 34th Street

York, for the term of

Three (3) Years and two weeks

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the

day of March nineteen hundred and Seventy-One

and to end on the 31 st

day of March nineteen hundred and Seventy-four

both dates inclusive, at an annual rental of THREE THOUSAND, NINE HUNDRED AND THIRTY SIX (3,936.00)
DOLLARS--PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF 328.00 on the fifthenth of each and every month.

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve a notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half month's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landflor i's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

I. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy

2. The demised premises and any part theref shall be occupied only by Tenant and the members of the immediate family of Tenant, and as a sirictly private dwelling apartment and for no other purpose.

Assignment. Mortgage, Etc.

3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this agreement, not underlet, or use or permit the demised

premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

Alterations

4. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlard. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party, including all panelling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlard elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 25 not less than 3 days prior to the expiration or other termination of this lease or any renewal or extension thereof), become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Any mechanic's lien filed against the demised premises, or the building, of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.

Repairs 5. Tenant shall take good care of demised premises and fixtures therein and, subject to provisions of Article 4 hereof shall make, as and when needed as a result of misuse or negicat by Tenant, all repairs in and about demised premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. However, Landlord may repair, at the expense of Tenant, all damage or injury to demised premises, or to the building, of which the same form a part, or to its fixtures, appurtenances or equipment, done by Tenant or Tenant's servants, employees, agents, visitors or licensees or caused by moving property of Tenant in and/or out of the building, or by installation or removal of furniture or other property, or resulting from all-conditioning unit or system, short circuits, overflow or leakage of water, steam, illuminating gas, sewer gas, sewerage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from cmy other cause, due to carelessness, negligence, or improper conduct of Tenant, or Tenant's servants, employees, agents, visitors or licensees. Except as provided in Article 11 hereof, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, or annoyance arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no liability upon Landlord for failure to make any repairs, alterations, adaitions, or improvements in or to any portion of the building or demised

premises, or in or to fixtures, appurtenances or equipment.

Window Cleaning

6. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

Requirements

7. Tenant shall comply with all laws, orders and requlations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to demised premises, or the use or occupation thereof; and shall not do or permit to be done, any act or thing upon said premises, which will invalidate or be in conflict with fire insurance policies covering the building, of which demised premises are a part, and fixtures and property therein, and shall not do or permit to be done, any act or thing upon said premises which shall or might subject the Landlord to any liability or responsibility for injury to any person or persons or to any property by reason of any husiness or operation being carried on upon said premises; and shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of fire insurance on

Fire Insurance

the building, of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such violation by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other

the fire insurance rate then applicable to said premises.

Subordination 3. This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property, of which demised premises form a part. and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlard may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant.

body making fire insurance rates for said premises, shall be conclusive

evidence of the facts therein stated and of the several items and charges in

Rules and Regulations 9. Tenant and Tenant's family, servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with, the Rules and Regulations set

forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for arbitration to the Chairman for the time being of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such person or persons as he may designate, whose determination shall be final and conclusive upon parties hereto. No dispute of the reasonableness of any rule or regulation shall be deemed a compliance upon Tenant's part with the foregoing provisions of this article unless the same shall have been raised by service of a notice in writing upon Landlord within ten days after the claption of any such rule or regulation. Landlord shall not be liable to Tenant for violation of any of said Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

Property-Loss, Damage

10. Landlord or Landlord's agents shall not be liable for any damage to property entrusted to employees of the

building, nor for the loss of any property by theft or otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place or by dampness or any other cause of whriscever nature, unless caused by or due to the negligence of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building, or for interference with the light or other incorpored hereditaments, or caused by operations in construction of any public or quasi public work; nor shall Lendlord be liable for any latent defect in the building. If at any time any windows of the demised premises become closed or darkened, for any reason whatever, Landlord shall not be liable for any damage that Tenant may sustain thereby and Tenant shall not be entitled to any compensation or abatement at rent or release from any of the obligations of Tenant hereunder because of such closing or darkening. Landlord or Landlord's agents shall not be liable for the presence of bugs, vermin or insects, if any, in the premises, nor shall their presence affect this lease. If Landlord shall turnish to Tenant any storeroom, use of laundry or any other facility outside of the demised premises, the same shall be furnished gratuitously, and any such storeroom shall be used by Tenant for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty, and the use of any such laundry, storeroom or other facility shall be at the risk of the person using the same and Landlord or Landlord's agents shall not be liable for any injury to person or loss by thete or otherwise or damage to property, whether due to negligence of Landlord or Landlord's agents or otherwise. Tenant shall reimburse Landl donal rent for all expenses, damages or fines incurred or suff lord by reason of any breach, violation or non-performance

Tenant's family, servants, employees, agents, visitors or licensees of any covenant or provision of this lease, or by reason of damage to persons or property caused by moving property in and/or out of the building or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the occupancy or use by Tenant of demised premises or of the building of which demised premises form a part, or any part of either thereof, or from any other cause due to the carelessness, neglicence or improper conduct of the Tenant or the Tenant's family, servants, employees, agents, visitors or licensees. Tenant shall give immediate notice to Landlord in case of fire or accidents to or defects in any fixtures or equipment of the building.

Destruction-Fire or Other Couse

11. If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the

expense of Landlord, and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. But if the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and Landlord shall decide not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Article 25 hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day ofter such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord.

Eminent Domain

12. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

13. As long as Tenant is not in default under any of the provisions of this lease Landlord covenants to furnish, insofar as the existing facilities provide, the following services: (a) Elevator service; (b) Hot and cold water in reasonable quantities at all times; (c) Heat at reasonable hours during the cold secsons of the year. Interruption or curtailment of any such services shall not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rest. Mechanical refrigeration equipment, if provided, is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. If Landlard maintains a telephone switchboard connected with the demised premises, Tenant may use such service at the rates charged to other tenants of the building. The amount charged shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon 30 days' written notice to the Tenant, without in any way affecting the obligations of the parties hereunder. If the building, of which the demised premises are a part, supplies manually operated elevator service, Landlord may discontinue such service upon ten (10) days' notice to Tenant without in any way affecting the oblidiffers of Tenant hereunder, provided that within a reasonable time after the expiration of said ten (10) day period Landlord shall commence the substitution of an automatic control type of elevator in lieu of the manually operated elevator, and with due diligence pursue to completion the installation of such automatic control elevator or elevators. It is understood, however, that due allowance shall be made by Tenant for reasonable delay caused by strikes or any other cause beyond Landlord's control. If electric current be supplied by Landlord, Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at the rates charged to residential consumers by any electric corporation subject to the jurisdiction

(c). It is stipulated and agreed that in the event of the termination of the lease pursuant to (a) or (b) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover free Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the terri demised and the rental value of the demised premises, at the time of

mination, for the unexpired term or portion thereof, both All (c) Measure counted at the rate of four per centum (4%) per annum of Damages present worth; nothing herein contained shall limit or prejudic the right of the Landlord to prove for and obtain as liquidate

damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and govern ing the proceedings in which, such damages are to be proved, whether not such amount be greater, equal to, or less than the amount of the difference referred to above. In determining rental value of the demissi premises the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after termination of this lease, sha be deemed prima facie to be the rental value.

Defcult

16. (1). If Tenant shall make default in fulfilling any the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, Landlord may give Tenant three days' notice of inter tion to end the term of this lease and thereupon, at the expiration of said three days (if said default continues to exist) the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrend the demised premises to Landlord but Tenant shall remain liable as have inafter provided; or (2) if Landlord or Landlord's agents shall deem object tionable or improper any conduct on the part of Tenant or occupants, or visitors or licensees, or shall deem Tenant or occupants, or visitors or licensees. sees objectionable, Landlord may in like manner give to Tenant three days notice of intention to end the term of this lease and tender therewith or offer to tender the rent paid on account of the unexpired term, and thereuper at the expiration of said three days the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord.

(3). If the notice provided for in (1) or (2) hereof shall have been given and the term shall expire as aforesaid; or (3a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided; or (3b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised pre-nise shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or (3c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (3d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after com mencement of the term of this lease of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess tanget by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agrement by written notice as hereinafter provided.

Remedies of Landlord

In case of any such default, re-entry, expiration and/at dispossess by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, to

gether with such expenses as Landlord may incur for legal expenses, as torneys' fees, brokerage and/or putting the demised premises in good order. or for preparing the same for re-rental; (b) Landlord may re-let the premises of any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed that ariod which would otherwise have constituted the balance of the term of this

of the Public Service Commission and serving the part of the city where the building is located; bills therefor shall be rendered at such times as Landlord may elect and the amount, as computed from a meter installed by Landlord, or Landlord's agent, shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon thirty (30) days' notice to Tenant without being liable therefor or in any way affecting the liability of Tenant hereunder. In the event that Landlord gives such notice, Landlord shall permit Tenant to receive such service from any other person or corporation and shall permit Landlord's wires and conduits to be used for such purpose. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Landlord In each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control. If any tax be imposed upon Landlord's receipts from the sale or resale of electrical energy or gas or telephone service to Tenant by any Municipal, State or Federal agency. Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to Landlord.

Access to

14. Tenant shall permit Landlord to erect, use and Premises maintain pipes and conduits in and through the demised premises. Landlord or Landlord's agents shall have the right to enter the demised premises during reasonable hours, to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction in whole or in part. and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements or additions are being made, because of the prosecution of any such work, or otherwise. For a period of seven months prior to the termination of this lease, Landlord shall have the right, during reasonable hours, to enter said premises for the purpose of exhibiting the same to persons desiring to rent or buy the same. If, during the of the term, Tenant shall have removed all or substantially property therefrom, Landlord may immediately enter and alter. vate and redecorate the demised premises, without elimination or abatement of rent, or other compensation, and such acts shall have no effect upon this lease. M Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same by a master key, or may forctbly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this lease.

Bankruptcy

be filed by cr against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit of creditors, this lease shall ipso facto be cancelled and (a) Prior terminated and in which event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute to Term or of an order of any court shall be entitled to possession of demised premises and Landlord, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in be'alf of Tenant upon the execution hereof.

15. (a). If at any time prior to the date herein fixed as the commencement of the term of this lease there shall

(b). If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant make an assignment for the benefit of creditors, this

lease, at the option of the Landlord, exercised within a (b) During reasonable time after notice of the happening of any one Term or more of such events, may be cancelled and terminated and in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any reat, security, deposit or moneys received by him from Tenant or others in behalf of Tenant.

lease and may grant concessions or free rent; and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees brokerage and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the defictency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alteration and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present

Waiver of Redemption

· future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landiord

obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease or otherwise.

Fees and Expenses 17. If Tenant shall default in the performance of any covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained.

Landlord may immediately, or at any time thereafter, without notice, per form the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur any expense including reasonable attorney's fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurri such respective expenses.

No Representctions by Landlord

18. Landlord or Landlord's agents have made no representations or promises with respect to the said building, the land upon which it is erected or demised premises except as herein expressly set forth and no rights, easements or

licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. The taking possession of the demised premises by Tenant shall be conclusive evidence, as against Tenant. that Tenant accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken,

Term

19. Upon the expiration or other termination of the term of this loase, Tenant shall guit and surrender to Land lord the demised premises, broom clean, in good order

and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last vlay of the term of this lease or any renewal thereof falls on Sunday, this lease shall expire on the business day immediately preceding. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

Quiet Enjoyment

20. Landlord covenants and agrees with Tenant that upon Tenant paying said rent, and performing all the covenants and conditions aforesaid, on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, for the term aforesaid. subject, however, to the terms of the lease and of the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure To Give Possession 21. If Landlord shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the promise are located in a building bear constructed and which

has not been sufficiently completed to make use premises ready for occur pancy or by reason of the fact that a certaincid of occupancy has not been procured or for any other teason, Landlord shall not be subject to any liability for the failure to give possession on said data. Under such cir

Security

The Tenant has deposited with the Lendlord simultaneously with the execution of this less the

sam of Three Hundred Twenty-eight ——— Dollars as security for the rent therein reserved and for the faithful performance by the Tenant of each and every of the covenanta, conditions and agreements in said lease contained, during the entire term thereof. It is expressly agreed that said sum shall not be applicable by the Tenant to the payment of rent or any other charges for which it may become liable under said lease, and such deposit shall in no way relieve the Tenant from faithful and punctual performance of all covenants and conditions of said lease by said Tenant to be performed. The deposit shall be returned to the Tenant, provided the Tenant shall have complied in all respects with the covenants and conditions of said lease and the terms thereof. In the event of a sale of the building of which the demised premises are a part, subject to this lease, the Landlord or its assigns shall have the right to transfer the security deposited hereinabove mentioned to the vendes for the benefit of the Tenant, and thereupon the Landlord or Landlord's assigns shall be considered released by the Tenant from any and all liability for the return of such security.

The rental provided herein includes a 1% increase over the June 30, 1970 rent which the Rent Guidelines Board refers to as a "stabilizer."

It is agreed that the rent to be paid pursuant to this lease will be adjusted to be effective July 1st in each year of this lease to reflect any change, either upward or downward to be made in the "stabilizer" by the Rent Guidelines Board annually on July 1st. It is understood that in no event will the change in any one year be more than 1%.

Notice to New Tenant in Accordance with RENT STABILIZATION LAW of 1969 (Local Law 16 of 1969)

- A. You have the right to examine the prior lease for this apartment.
- B. The rent payable under the prior lease for this apartment

 was ______\$275. per_month

 The name of the tenant in the last prior lease was

 Gary L. Hodes



unstruces the rent reserved and covenanted to be paid herein shall not numerice until the possession of demised premises is given or the premises re available for occupancy by Tenant, and no such failure to give posseson on the date of commencement of the term shall in any wise affect the lidity of this lease or the obligations of Tenant here under, nor shall same e construed in any wise to extend the term of this lease. If the building which the demised premises are located is not in course of construction, ed Landlord is unable to give possession of the demised premises on the ate of the commencement of the term hereof by reason of the holding over of any tenant or tenants or for any other reason; or if repairs, improvements or decorations of the demised premises or of the building in which said premises are located, are not completed, no abatement or diminution of the ent to be paid hereunder shall be allowed to Tenant under such circumstances. If permission is given to Tenant to enter into the possession of the iemised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tengat covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. In either case rent shall commence on the date specified in this lease.

22. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies, and/or an agreement for the renewal horeof at the expiration of the term first above mentioned, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of such first mentioned term shall not be considered an extension thereof or a vested right in Tenant to such further term, so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term hereby granted; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension previously entered into between said Landlord and Tenant or the right of Tenant to any such renewal; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall constitute an eviction by Landlord, nor shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord, No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the lease or a surrender of the premises. In the event of Tenant at any time desiring to have Landlord sublet the premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease, Tenant hereby relieves Landlord of any liability for loss of any of Tenant's effects or the happening of any other event in connection with such subletting. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, or any of the rules and regulations set forth on the back of this lease or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth on the back of this lease, or hereafter adopted, against Tenant and/or any other terant in the building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver be in

writing signed by Landlord. No payment by Tenant or receipt by Landlord

of a lesser amount than the monthly rent herein stipulated shall be deemed

to be other than on account of the earliest stipulated rent, nor shall any

endorsement or statement on any check we any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without projudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

Walver of

23. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by eiter of the parties hereto against the other oa

any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claus of injury or damage.

Inability to Perform

24. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed

shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Bill's and Notices

25. Except as otherwise in this lease provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any

notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered mail addressed to Tenant at the building of which the demised premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

Captions

thereof.

26. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision

27. The term "Landlord" as used in this lease means Definitions only the owner or the mortgages in possession for the time being of the land and building (or the owner of a lease of the building) of which the demised premises form a part, so that in the event of any sais or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landiord hereunder. The words "re-enter" and "re-entry as used in this lease are not restricted to their technical legal meaning.

28. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

year first above written.	ant have respectively signed and sealed this lease as of the day and NORTH 34TH CO., A LIMITED PARTNERSHIP
Vitness for Landlord:	ByMaf Englie [LS]
Vitness for Tenant:	Participation of the same of t
Madelye Secks.	Rapih Byrd Eloria Grant [L.S.] Tenant's Signature.
STATE OF NEW YORK, S.S.:	Gloria Grant

me to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the

in the year one thousand nine hundred and

Notary Public, Number

, to me known and known to

, County of New York

On this

before me personally came

same for the purpose mentioned therein.

day of

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlard making the within lease with Tenant, the undersigned guarantees to Landlard, Landlard's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and abserva. I by Tenant, including the "halos and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or denand, whereby to charge the undersigned therefor, all which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the quarantsh rhorounder shall in nowise be terminated, affected or impaired by reason of the assertion by Landlard

against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within lease. The undersigned further covenants and agreement that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease. As a further inducement to Landlord to hake this lease and in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brough: by either Landlord or the undersigned against the other on any matters whatsoever arising out of under, or by virtue of the terms of this lease or of this quaranty that Landlord and the undersigned shall and so hereby waive trial by jury.

Dated, New York City	[1.5]
TITNESS:	
	Residence
	Business Address
	Firm Name

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, carridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the demised premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the autiside or inside of the demised premises or building without the prior written consent of the Landiord.

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in or used in connection with, any window or door of the demised premises, without the prior written consent of the Landford.

4. No body corriages, velocipedes, or bicycles shall be allowed in passenger

the prior written consent of the Landlord.

4. No body carriages, velocipedes, or bicycles shall be allowed in passenger elevators, if service elevator is provided, nor allowed to stand in the halls, passagaways, areas or courts of the building.

5. Unless automatic, the passenger and service elevators, if any, shall be operated only by employees of the Landlord, and must not in any event be interfered with by the Tenant, his family, servants, employees, agents, visitors or Icansees. Elevators will be operated only during such hours as the Landlord may from time to time determine. from time to time determine.

from time to time determine.

6. Children shail not play in the public halls, statiways, or elevators, if any, nor be permitted in the service elevators.

7. The service elevators, if any, shall be used by servants, messengers and trades people for inquess and egress, and the passenger elevators, if any, shall not be used by them for that purpose, if service elevator is provided, except that nurses with children may use the passenger elevators, if any.

8. Supplies, goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators, or dumb-waiters, to the Tenant, or in such manner as the landlord may provide and the Landlord is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.

Unless the building is equipped with an incinerator, all garbage and refuse must be sent down to the basement in such manner and at such times as the superintendent may direct.

10. The loundry and drying apparatus, if any, shall be used in such manner and as such times as the superintendent may direct. If the Londlard provides clothes dryers in other parts of the premises, the Tenant shall not dry or air clothes

11. The Landlord may retain a pass key to the premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the demised premises without the written consent of the Landlord, or the Landlord's agent in case such consent is given the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the demised premises.

12. No servants or employees of the Landlord shall be sent out of the building by any Tenant at any time for any purpose.

13. No Tenant shall allow anything whatever to fall from the window of doors of the demised premises, nor shall sweep or throw from the demised premises any dirt or other substance into any of the corridors, or halls, elevators, light shafts, dumb-waiter shafts, ventilators or elsewhere in the building.

14. No garbage cans, coal holder, woodbax, supplies, ice, milk bottles, or

shairs, dumb-waiter shairs, ventilators or elsewhere in the building.

14. No garbage cans, coal holder, woodbox, supplies, ice, milk bottles, or other articles shall be placed in the halls or on the statrasse landings, nor shall anything be hung from the windows, or balconies, or placed upon the windows sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be haken or hung from any of the windows or doors. No fire escapes shall be obstructed in any manager.

or hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

13. No Tenant shall make or permit any disturbing noises in the building by himself, his family, sorvants, employees, agents, victors and licensees, nor do or permit anything by such persons that will interfere with the rights, contrist or convenience of other Tenants. No Tenant shall pla upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograpi or radio in the demised premises between the hours of eleven o'clock P. M. a the following eight o'clock A. M. if the same shall faint or annoy other occupant of the building. No Tenant shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

strumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

16. No radio installation shall be made without the written consent of the
Landlord. Any aerical erected on the roof or exterior walls of the building without
the consent of the Landlord, in writing, is liable to removal without notice.

17. No animals of any kind shall be kept or harbored in the demised
premises, unless the same in each instance be expressly permitted in writing by
the Landlord, and such consent, if given, shall be revocable by the Landlord ar
any time. In no event shall a y dog be permitted on any passenger elevator or
in any public portion of the building unless curried or on leash, nor in any grass
or garden plot under any condition.



SPECIAL BULES AND REGULATIONS NOT PROVIDED IN STANDARD FORM OF LEASE OF APARTMENT, BUT FORMING A PART HEREOF.

partment 3-B

nant

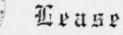
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emises 333 East 34th Street

Ralph Byrd Gloria Grant

March 31, 1974

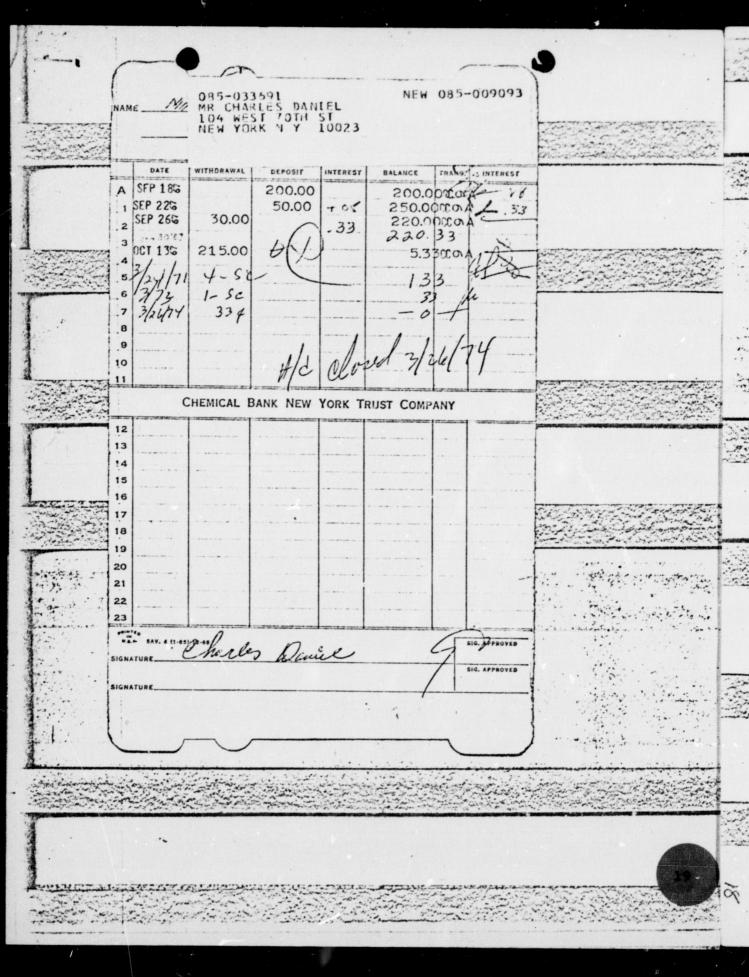
STANDARD FORM OF APARTMENT



Management Division
The Real Estate Board of New York, Inc.

Copyright 1942. All Rights Reserved. Reproduction in whole or in part prohibited. (a)

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ADDRESS (INCL. AIP CODE)	ADDRESS (INCL ZIP CODE)	the travers of u affer of u vivous vivous Rules Bank time	NI WO 4 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	SAV. 28 (11 45) 5-67	
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		Each of the undersigned gives to the other and to the San guistions on the terms and conditions therein stated, we the undersigned hereby declare that this account is joint lives and by the survivor of us after the death of one or in part during our joint lives and by the survivor of us after the death of one or in part during our joint lives and to the survivor of us or in part during our joint lives and to the survivor of us of the survivor of us the control of the survivor of us the control of the survivor of the other and to the sank the authority apacified in the stop governed by the Rules and Regulations of Chamical to be governed by the Rules and Regulations of Chamical to Savings Accounts as now in affect and as from time to of the Rules and Regulations is hereby acknowledged.	085-009093	_	
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THE PROSECULAR TO VIEW

IF A TRUST ACCOUNT COMPLETE THE FOLLOWING INFORMATION REI BENEFICIARY DATE OF CITIEN OF PLEASE DO NOT WRITE IN THIS AREA - FOR BANK USE ONLY BAVINGS ACCOUNT MAINTAINED AT ANOTHER OFFICE OF THE BANK! TEE HUSBAND OR WIFE EMPLOYER'S
NAME
EMPLOYER'S
ADDRESS
(INCL. ZIP CODE) CODE ADDRESS CODE MOTHER'S Mediander Birth Cach. 28 Billitherace ADDRESS (INCL ZIP C CITIZEN OF Whatest BIRTH 1. toward 10 anie ACCOUNT REFERENCE: (INDICATE TYPE) Mutteret 1. DEPOSITOR KNOWN TES NO A INTRODUCED BY HUSBAND OR WIFE ADDRESS (INCL. ZIP CODE) LETTER TO. RELATIONSHIP TO TRUSTEES MOTHER'S BIRTHPLACE EMPLOYER'S BIRTHPLACE NAME OF

THE STREET, SAN THE SA

085-33691 NO CHARLES DANIEL WITHORAWAL DEPOSIT INTEREST TRANS. A CHEMICAL BANK NEW YORK TRUST COMPANY

Address any reply to:

Department of the Treasury

District Director

Internal Revenue Service

Date:

May 1, 1973

in reply refer to: ID:A-1 :ASK

Mr. Bennie Hines 300 West 55th Street New York, N.Y. 10019

Kind of Tax: Income Tax

Form Number: 1040 Year: 1970

We do not have a record of receiving your Federal income tax return for the year indicated above.

Possibly you filed this return but showed a name and address different from what we show above. Or perhaps you filed with a different Internal Revenue office.

To help us complete our records, please furnish the information asked for on the back of this letter. If you did file a return, fill in Part 1, and if you did not file, fill in Part 2. We would appreciate it if you would send us this information within a few days. A pre-addressed envelope is provided for your convenience.

Thank you for your cooperation.

Sincerely yours, District Director

Enclosure: Envelope

Address any reply to:

Department of the Treasury

apel

District Director

Internal Revenue Service

May 1, 1973

In reply refer to: ID:A-1:ASK

Mr. Bennie Hines
 300 West 55th Street
 New York, N. Y. 10019

Postes

Kind of Tax: Income Tax

Form Number: 101,0 Year: 1971

We do not have a record of receiving your Federal income tax return for the year indicated above.

Possibly you filed this return but showed a name and address different from what we show above. Or perhaps you filed with a different Internal Revenue office.

To help us complete our records, please furnish the information asked for on the back of this letter. If you did file a return fill in Part 1, and if you did not file, fill in Part 2. We would appreciate it if you would send us this information within a few days. A pre-addressed envelope is provided for your convenience.

Thank you for your cooperation.

Sincerely yours, District Director

Enclosure: Envelope Address any reply to:

P.O. Box 558, Church St. Sta., New York, N.Y. 1000a Department of the Treasury



Internal Revenue Service

Sept. 24, 1973

BENNIE HINES 300 West 55th St., Apt. 18C New York, N. Y. 10019

Dear Taxpayer:

In connection with an official matter, please appear at our office on the date and time indicated below.

If the appointment date and time are not convenient, please write to me using the address shown above or call me at the telephone number shown below and arrangements will be made for a date that will be mutually satisfactory.

Please bring with you the following records and documents.

- 1. Copies of your income tax returns for the years 1968, 1969, 1970, 1971 and 1972.
- 2. W-2 forms for the years 1968, 1969, 1970, 1971 and 1972.
- 3. Cancelled checks, deposit tickets and bank statements for all bank accounts.

Sincerely yours

Special Agent

APPOINTMENT

20th f1.

120 Church Street, 20th floor New York, New York 10008

Sept. 28, 1973

recep.

10:00 a.m.

TEL EPHONE NO.

264-2226



UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- V -

BENNIE HINES,

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant, BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if W.G. Fine were called as a witness, he would testify as follows:

He is the Deputy Assistant Director of Operations, Bureau of Data Processing, U.S. Department of Health, Education and Welfare and as such is the legal custodian of the records of the Department of Health, Education and Welfare including records of the Social Security Administration and that he caused these records to be searched and that no earnings were credited to the records of BENNIE HINES SS# 413 60 0840 for the period March 31, 1966 through March 31, 1973. And further that he prepared Government Exhibit 24 to that effect.

Dated: New York, New York May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of

New York

nou l CHARLES E. PADGETT

Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQ.

Attorney for Bennie Hines



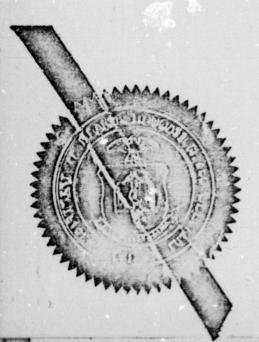
DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE SOCIAL SECURITY ADMINISTRATION

BALTIMORE, MARYLAND 21235

REFER TO:

CERTIFICATION

Pursuant to the provisions of Title 42, United States Code, Section 3505, and the authority vested in me by 32 F.R. 17550, 32 F.R. 17866, 33 F.R. 2613, and 34 F.R. 13046 as amended by 37 F.R. 10602, I hereby certify that I have legal custody of certain records, documents, and other information established and maintained by the Department of Health, Education, and Welfare, pursuant to Title 42, United States Code, Section 405, do hereby certify that there are no earnings credited to the records of James Miller, social security number 412-44-1403, James Lewis, social security number 378-40-2844, and Bennie Hines, social security number 413-60-0840, for the period ended March 31, 1966, through March 31, 1973, such fact being true and correct, substantiated by the original earnings records established and maintained for the aforementioned, pursuant to the aforesaid section 405 of the Social Security Act.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Department of Health, Education, and Welfare to be affixed this

day of NOVEMBER 1973

Deputy Assistant Bureau Director Operations, Bureau of Data Processing

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UNITED STATES DEPARTMENT OF JUSTICE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- V -

STIPULATION

BENNIE HINES,

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if John F. Donovan, were called as a witness, he would testify as follows:

He is the Director, Income Tax Bureau, Department of Taxation and Finance, State of New York and that he has custody of the records maintained by the said Income Tax Bureau and that he has caused a search to be made of those records and that search disclosed that no income tax returns were filed by BENNIE HINES, SS# 413 60 0840.

Dated: New York, New York

May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of

New York

CHARLES E. PADGETT

Special Attorney
U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

UNITED STATES DISTRICT COURT SOUTHWRH DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- V -

BENNIE HINES.

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States

Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Clarence R. Watson were called as a witness, he would testify as follows:

That he is a Special Agent of the Internal Revenue Service and he inspected the records of Surrogates Court, Bronx County and found no record of inheritances by BENNIE HINES.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT
Special Attorney
U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines UNITED STATES DISTRICT COURT

20

UNITED STATES OF AMERICA

- v -

BENNIE HINES.

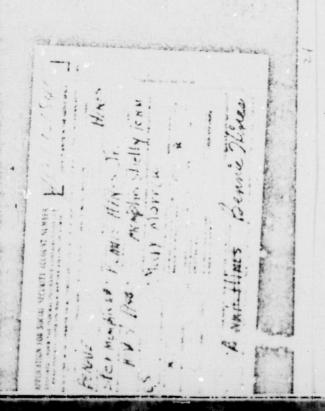
Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Joseph A. Leonti were called as a witness, he would testify as follows:

He is a Special Agent of the Internal Revenue Service and that he inspected the records of the Surrogates Court of Kings County and found no record of inheritances by BENNIE HINES.



PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

BENNIE HINES.

- v -

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Mitchell P. Stankiewicz were called as a witness, he would testify as follows:

He is a Special Agent of the Internal Revenue Service and that he inspected the records of the Surrogates Courts of New York County and Richmond County and found no record of inheritances for BENNIE HINES.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- V -

STIPULATION

BENNIE HINES,

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallov, Esquire, that if Joel T. Bordon were called as a witness, he would testify as follows:

He is a Special Agent of the Internal Revenue Service and that he inspected the records of the Surrogates Court of Kings County and found no record of inheritances by BENNIE HINES.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN
United States Attorney for
the Southern District of
New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

STIPULATION

BENNIE HINES,

74 Cr 268

Defendant

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IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Revenue Agents Joseph Spieglar, Robert Maroncelli, Larry Jaffe, Steven Beck and John Harkin, Internal Revenue Service were called as witnesses they would testify as follows:

Joseph Spieglar: He is a Revenue Agent of the Internal Revenue Service and that he searched the Grantor-Grantee indexes of New York County to determine whether any purchases or sales of real estate were made by BENNIE HINES for the period 1966-1972. No record of any such sales or purchases was found.

Robert Maroncelli: He is a Revenue Agent of the Internal Revenue Service and that he searched the Grantor Grantee indexes of Bronx County to determine whether any purchases or sales of realestate were made by BENNIE HINES for the period 1966-1972. No record of any such sales or purchases was found.

Larry Jaffe: He is a Revenue Agent of the Internal Revenue Service and that he searched the Grantor-Grantee indexes of Queens County to determine whether any purchases or sales of real estate were made by BENNIE HINES for the period

1966-1972. No record of any such sales or purchases was found.

Steven Beck: He is a Revenue Agent of the Internal Revenue Service and that he searched the Grantor-Grantee indexes of Richmond County to determine whether any purchases or sales of real estate were made by BENNIE HINES for the period 1966-1972. No record of any such sales or purchases was found.

John Harkin: He is a Revenue Agent of the Internal Revenue Service and that he searched the Grantor-Grantee indexes of Kings County to determine whether any purchases or sales of real estate were made by BENNIE HINES for the period 1966-1972. No record of any such sales or purchases was found.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

2

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

1.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

V -

BENNIE FINES,

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if a representative of the New York Bank for Savings were called as a witness, he would testify as follows:

---X

He is an employee of the New York Bank for Savings and is familiar with the records keeping procedure and the records maintained by the New York Bank for Savings and he has been shown Government Exhibit Wand recognizes it to be an account card utilized by the New York Bank for Savings to record pertinent data including information concerning the name, address, Social Security number, telephone number and employer of a customer of the bank. Further that this card is normally prepared by the customer at the time the account is opened. Further he personally withdrew Government Exhibit 32 from the files of the New York Bank for Savings maintained at its branch at 86th Street and Broadway, New York City. Further that the entries on Government Exhibit 32 were made in the regular course of business by the New York Bank for Savings and that it was the regular course of business for the New York Bank for Savings to make such entries at or about the time of the transactions which the entries reflect.

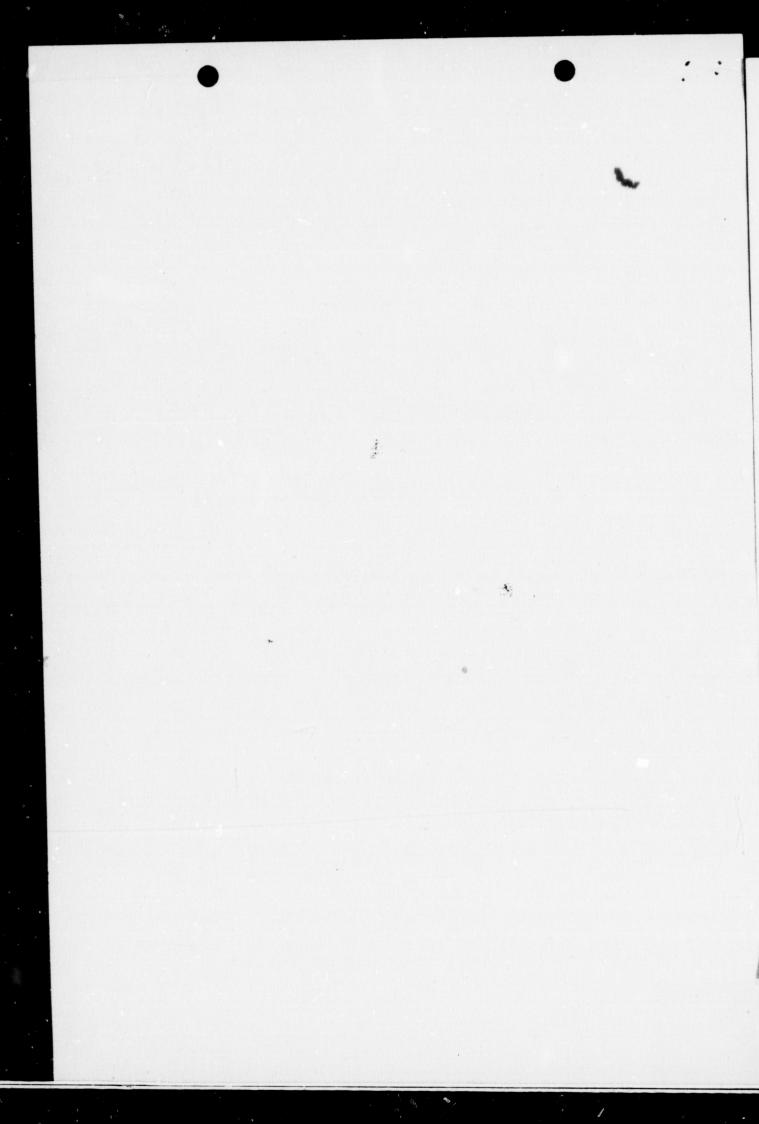
Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

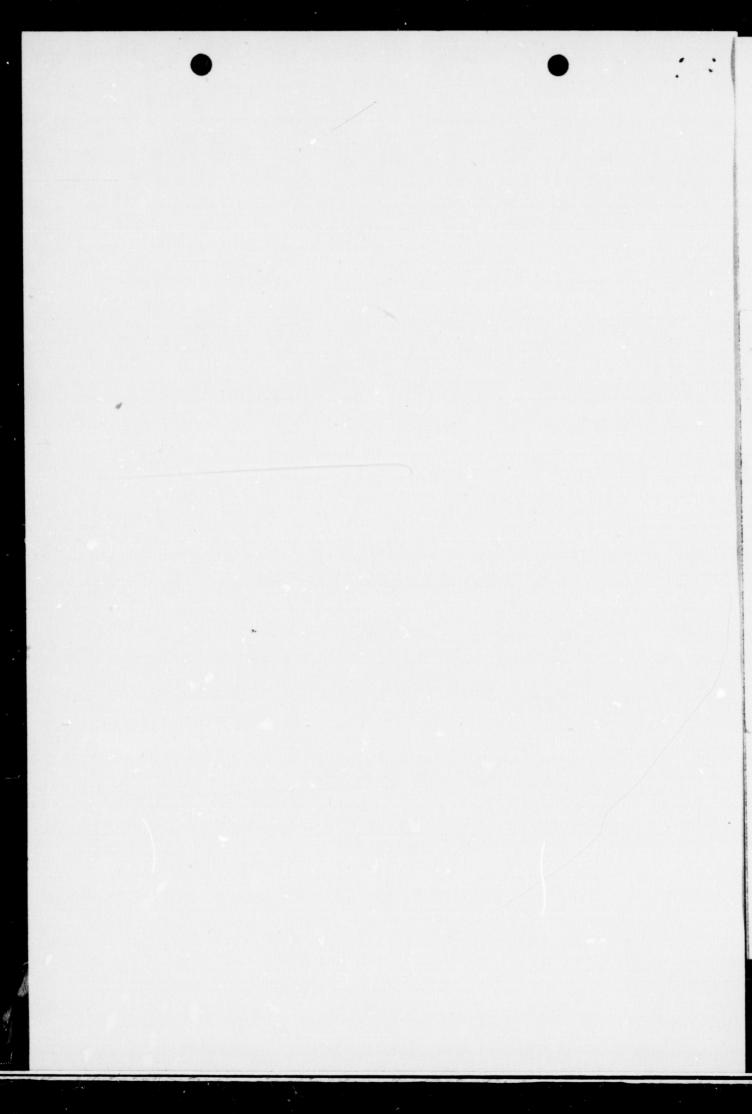
CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines

: PA



Title of Account (For Bank use only) Signature X Denvil Signature 13 - 170599 MR BONNIC HINGS I, We assent to the by-laws, rules and regulations of THE NEW YORK BANK FOR SAVINGS and all amendments thereto, and to the conditions printed on the reverse side. 18/40 Joint D Trust D Your birth date Name of spouse Mother's name Father's name Your home address Thewark hor Other [Social Security No. 413-60-08/0 Social Security No. 30



AGREEMENT

If THIS IS A JOINT ACCOUNT, we agree that this account is payable to either or to the survivor. Each of us hereby irrevocably appoints the other attorney-in-fact with power to (1) deposit in said account monies of the other, and for that purpose to endorse any form of commercial paper (including, without limiting, tecks and drafts), payable to the other or both of us, and (2) to borrow on, pledge, and to both of us, and (2) to borrow on, pledge, and to both or either of us and withdraw therefrom the entire amount due upon any loan made by both or, either of us and secured by the assignment of the deposit in this account.

(For Bank use only) Business address J. M. Californ for Daja Closed. Transferred: Employer Shope Correction of Courses 30 Krafe eard # 408640671 Home Telephone No. 362 - 1747

FORM A-49

The New York Bank for Savings

DATE PREPARED

5.374

The following is a transcript from the records of The New York Bank for Savings for:

ACCOUNT NO. 13-1701	99 OFFICE	86	St.
NAME(S) PENNIE H.	VES		

LATEST TRANSACTION APPEARS FIRST										
DATE	DRAFTS		DEPOSITS		INTERES	INTEREST DIVIDEND		BALANCE		
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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA :

- v - :

BENNIE HINES, :

Defendant X

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HIMES, by his attorney Kalman Gallop, Esquire, that if Jerry Copito were called as a witness he would testify as follows:

STIPULATION

74 Cr 268

During the years 1969 through 1973, he was employed by Melohn Properties, Inc. which is engaged in the business of real estate ownership and management and that he is familiar with records keeping procedure of and the records maintained by Melohn Properties, Inc. That he has been shown Government Exhibits 35,64 and 38 and recognizes them to be copies of leases and applications for certain apartment at 400 East 77th Street. That 400 East 77th Street is a building owned and managed by Melohn Properties, Inc. and that Government Exhibits 36,36,31 and 38 are records kept in the ordinary course of business by Melohn Properties, Inc. and that it is the ordinary course of business

for Melohn Properties, Inc. to make the entries thereon at or about the times indicated.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN
United States Attorney
for the Southern District
of Mew York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

her

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

RES

ORI

C

CHARLES DANIELS

hereinafter referred to as Tenant.

WITNESSETH, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the floor on the 4th Landlord, the apartment known as Apartment 4E inNew York, N.Y. 400 East 77th Street in the building known as

to be used and occupied solely as a strictly private dwelling apartment, by the Tenant and the family of the Tenant, day of consisting of 3 persons, and not otherwise, for a term to commence on the lst March 19 70. 1958, and to end on the 31st April

unless sooner terminated as hereinafter provided, at the annual rent of

FOUR THOUSAND TWO HUNDRED DOLLARS

due and payable in advance in equal monthly installments of \$350.00each on the first day of each and every month during the term.

THE TENANT COVENANTS:

FIRST .- The Tenant will pay the specified rent and any "additional rent" at the time and in the manner herein provided, to the Landlord at

State of New York, or at such other place as the Landlord may designate from time to time hereafter.

State of New York, or at such other place as the Landlord may designate from time to time hereafter.

SECOND.—That, throughout said term, the Tenant will take good care of the demised premises and appurtenances, and suffer no waste or injury; make, as and when needed, all repairs and replacements in, to and about the demised premises and the fixtures and appurtenances, which repairs shall be in quality and class, equal to the original work; corply with all laws, originances and governmental regulations, and the regulations of the New York floard of Fire Underwriters, applicable to the demised premises; suffer the Landlord to make repairs and improvements to the demised premises and to all parts of the building and to comply with all orders and requirements of governmental authority applicable to said demised premises or building or to any occupation thereof, after detault by Tenant; throughout said term and forever afterward, indemnify and save harmless premises or building or to any occupation thereof, after detault by Tenant; throughout said term to person or property, occasioned wholly or in part by any the Landlord from and against any and all liability, arising from injury during said term to person or property, occasioned wholly or in part by any act or omission of the Tenant, or of the guests, servants, assigns, understenants or sub-tenants of the Tenant; repair at or before the end of the end of other expiration of the term, to quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear excepted. If said premises be not surrendered at the end of the term, the Tenant will make good to the Landlord all of the damised which the Landlord shall suffer by reason thereof, and will indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is occasioned by failure of the Tenant to so sur

THIRD.—That the Tenant will not expose or permit any sign, advertisement or illumination at any window of the demised premises, or project anything out of the windows or other openings in the exterior walls of the said building; will not place any pors, plants, boxes or other objects on the window-sils of the building; will not do anything or suffer anything to be done upon the demised premises deemed extra hazardous on account of fire, or which will increase the rate of fire insurance upon said building; will not permit the accumulation of waste or refuse matter; will not drive nails into, disfigure or deface any part of the demised premises or building outfire the same to be done; will not not install or cause to be installed any additional electric wiring or outlets; will not use the demised premises or any part thereof or suffer the same to be used for any to be installed any additional electric wiring or outlets; will not use the demised premises or any part thereof or suffer the same to be used for any building of the Tenant constitution of the purpose other than as a private dwelling apartment, nor by any one other than the Tenant and the immediate family of the Tenant constitution of the Tenant and the executors and administrators of the Tenant, will not, without the written consent of the Landford first obtained in each case, either self, assign, mortgage, pledge or transfer this lease, underlet or sublet the demised premises or any part thereof or make any alteration, addition or improvement in or to the demised premises hereby leased shall be used and occupied by the Tenant and the immediate family of the Tenant only as a strictly private dwelling apartment and for no other purpose, and the character of the Genant and the immediate family of the Tenant only as a strictly private dwelling apartment and for the granting of this lease by the Landford to the Tenant, and the Landford shall at all times have the right to an impriction restraining the use of the demised premises on the purpose, and the char

FOURTH.—That the Tenant will observe and comply with, and the Tenant agrees that all persons dwelling in or visiting in the demised premises, will observe and comply with the rules and regulations printed on the back hereof, and such other and further rules and regulations as the Landlord may from time to time deem needful, and prescribe, for the safety, care and cleviliness of the building, and the prescription of good order therein as well as the comfort, quiet and convenience of other tenants and occupants of the building, and all such rules and regulations printed hereon or hereafter prescribed are hereby made a part of this lease as if fully incorporated herein.

FIFTH.—The Tenant will purchase from the Landlord, if the Landlord shall so desire, ill electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price of said current and for lamps shall be the same as would be charged to the tenant by Consolidated Edison Company of New York, Inc., for other company supplying electric current to the hulding) for consumption similar to that of the Tenant. Payments shall be due as and when bill shall be rendered. Any such bill shall be conclusive evidence as against the Tenant of the amount due in respect to the items therein mentioned, bill shall be received to the tenant shall have returned the bill and all papers presented therewith, within two days after such presentation, accompanied by a written statement specifying in detail all objections thereto. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said Company for a consumption similar to that of the Tenant. If the Landlord shall maintain as telephone switchboard, and a connection therewith in the demised premises, the Tenant will pay to the Landlord for such service at the same rates as charged by the Landlord to other occupants of the building. Any amount as to which the Tenant shall at any time be in default for or in respect to the use of electric current or for lamps or for such telephone service, or for maid, valet, laundry or othe service at the same rates to the use of electric current or for lamps or for such telephone service, or for maid, valet, laundry or othe service furnished, if any, shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the demised premises, and shall be due and payable by the Tenant to the Landlor

THE LANDLORD AND TENANT MUTUALLY COVENANT AND AGREE:

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SIXTH—If the said demised premises or the said building shall be partially damaged by fire or other casualty, repairs shall be made by the Landlord as speedily as conveniently possible; and in case the damage shall be as extensive as to render the demised premises untenantable, the rent shall cease until such time as said premises shall have been put in repair; but in the event of the substantially total destruction of the building by fire or otherwise, or if the Landlord shall decide to remodel or reconstruct the outleding, then the rent shift be paid only up to the time of such within minety days, or if the Landlord shall decide to remodel or reconstruct the outleding, then the rent shift be paid only up to the time of such destruction or damage and any rent paid for a period subsequent to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall be one to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall be or become, in the opinion of the Landlord, untenantable from any cause whatsoever, negligent guests or visitors. If the demised premises shall be or become, in the opinion of the Landlord, untenantable from any cause whatsoever, negligent or otherwise, not attributable to the Tenant, his family, agents, servants, guests or visitors, or to the Tenant's violation of some covenant or provision of this lease, and provided such condition of the premises is not caused by fire or other casualty covered by the provisions of the first provision of this lease, and provided such condition of the premises is not caused by fire or other casualty covered by the provisions of the first paragraph of section "Seventh" hereof: In the event that any question assigns of the Landlord, be terminated in the manner provided in the first paragraph of section "Seventh" hereof: In the event that any question assigns of the Landlord, be terminated in the manner provided in the

SEVENTH.—If the Tenant shall default in fulfilling any of the covenants or conditions of this lease (other than the covenant for the payment of rent), or in complying with any of the rules and regulations for said building herein contained or referred to or hereafter established as herein provided, or it the Tenant becomes insolvent or be adjudicated a bankrupt, or applies for or takes the benefit of any hankruptey or insolvency act or any act of statutory provisions for the relief of debtors, now or hereafter enacted, or inskes a general assignment for the benefit of creditors, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunfier be transferred or pass to or devolve upon any other person or convocation or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of and assigns in respect to said building, shall deem objectionable or improper any conduct on the part of the Lenant or of the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and tender the cent paid on account of the unexpired term demised, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If the Tenant shall default in the payment of the rent or "additional rent" reserved hereunder, or any part thereof, or if the notice last above provided for shall have been given an I said hive days' period shall have elapsed, or if the demised premises secone vacant or deserted, the Landlord, by its agents or servants, may immediately, or at any time thereafter, restute the slemised premises and remove all persons and property therefrom, either by stammary disposses proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indicatent, prosecution or damages therefor, and the Tenant, whether or not the premises be relet as hereinafter provided, shall remain hable to the Landlord for damages equivalent in amount to all of the rent reserved here inder to the time when this lease would have expired but for such termination

TERM RENT

REMISES

REPAIRS

INANCES.

RRENDER ANDLORD

NEGATIVE

CCUPANCY

ULES A

ELECTRIC CURRENT ND OTHER SERVICES

PIRE, ETC., CLAUSE

DEFAULTS

FIVE-DAY NOTICE

DEPAULTS

RE-ENTRY RELETTING

COMULATIVE

ADDITIONAL

ALL RENT

PAYMENT OF RENT

WAIVERS

KEYS

MORTGAGE BUBORDI-NATION

IMPROVE-MENTS

NOTICES

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ABATEMENT

NO REPRE-

ENTER

THE PRICE FEEMINES Tenant shall pay to the Landlord on demand an amount equal to all legal and other expenses incurred in removing the Tenant, the commissions expenses as the Landlord may ment in connection therewith. Upon any such re-entry, the landlord, at its option, may re-let the demised premises and collecting remised terms or any part or parts thereof for the remainder of the demised terms or any part or parts thereof for the remainder of the demised terms or any part or parts thereof on of the term, and the rents therefor, it being understood that upon re-letting the Landlord may grant a concession or free rent for the aforesaid items remaining unpaid and to the fulfillment and performance of the Tenant on any such re-letting may be applied by the Landlord account of any rent unpaid by the Tenant for the remainder of the demised term for pay to the Landlord upon each of the rent days the amount of any rent unpaid by the Tenant for the remainder of the demised term; but the Tenant, however, shall be dispossessed by judgment or warrant of any court or judge; and the Tenant waives all rights to trial by judgment or warrant of any court or judge; and the Tenant waives all rights to trial by judy in any summary proceeding hereafter this lease or the demised premises and in any action hereafter brought to recover rent or "additional rent" this lease or the demised premises and in any action hereafter brought to recover rent or "additional rent" this lease or the demised premises of action directly involving the terms, covenants or conditions of Tenant hereafter through the recover and conditional limitations as well as covenants and conditions.

In the event of a breach or threatened breach by the Tenant of any of the terms, covenants or conditions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if recentry, summary proceedings and other remedies were not any time thereafter, with notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises, or against premises of which the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be furnished, to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be distounded in the event of such deposit or bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action or in respect to any provisions of this lease provided, and any nument other than the Landlord may require the lienor to prosecute an appropriate action or in respect to any provisions of this lease, shall be deemed to be "additional rent" for the demised premises, and shall at any time be in default for Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month.

NINTH.—No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed to he an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent. If lord may offer the demised premises or any part thereof be underlet, sublet or occupied by anybody other than the Tenant, the Landlord such experiments of the control of the contro

In the event the Tenant herein is in possession of the demised premises pursuant to a previous lease, it is hereby agreed that, if upon the privation date of the said previous lease any sums are due thereunder as rent or additional rent, any sums paid by the Tenant to the Landlord that it payment of any such sums due under said previous lease, and the balance, if any, shall applied toward payment of sums due the Landlord from the Tenant under the terms and conditions of this lease.

TENTH.—The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this lease of such rules and regulations, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of rent, provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord of shall of the demised premises to any officer or employee of the Landlord or to the Landlord's agent, shall not operate as a termination of this lease or a surrender of the demised premises.

ELEVENTH.—This lease shall be subject and subordinate at all times to the lien of any and all mortgages or extensions or renewals thereof now or at any time hereafter placed upon the demised premises or the lands of which the demised premises are a part, and to all advances made or hereafter to be made on the security thereof, irrespective of the date of recording, and the Tenant agrees to execute and deliver on demand by extension or renewal thereof or advances made or to be made on the security thereof, as may be necessary or requested by Landlord, and a refusal of section "Seventh" hereof without incurring any expense or damage and the term hereby granted is expressly limited accordingly, and the Tenant such subordination for and in the name of the Tenant, irrevocable, to execute and deliver any such instrument or instruments evidencing

TWELFTH.—All improvements, additions and alterations made by the Tenant to or upon the demised premises shall, when made, at once surrendered to the attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear excepted.

THIRTEENTH.—Any notice by the Landlord to the Tenant (except as otherwise herein provided) shall be deemed to be duly given if either a postpaid envelope addressed to the Tenant at the building in which the demised premises are situate. Any notice by the Tenant to the Landlord charged with the renting and management of the building in which the demised premises are situate. Any notice by the Tenant to the Landlord charged with the renting and management of the building in which the demised premises are situate, or mailed by registered lefter in any general or branch post office, enclosed in a postpaid envelope addressed to the Landlord at the address hereinabove stated.

FOURTEENTH.—The Tenant accepts the demised premises in their present condition unless otherwise herein expressly stated. The Landlord shall not be liable for any failure of water supply, telephone, electric current, or other service. The Landlord shall not be liable for any injury or appliances or plumbing works of the said building plaster, steam, gas, electricity, water, rain or snow which may leak or flow from the pipes, by or be due to the negligence of the Landlord, nor shall the Landlord be liable for any injury or any other cause of whatsoever nature, unless caused. The Landlord shall not be liable and refrigence with light or other incorporate hereditaments, on for for any loss or damage resulting therefrom; and the Tenant will pay for any electric current or gas consumed by such in the demised premises, and the Landlord prompt, written notice of any accident to or defects in water pipes, gas pipes, heating to other equipment or appliances in the demised premises. The Landlord shall not be liable for the presence of Croton bugs, vermin exterminator service, if any, in the premises, nor shall their presence in any way affect this lease; neither shall the Landlord be liable for the presence of Croton bugs, vermin exterminator service, if any, supplied for the demised premises. The Landlord shall not be liable for any latent defect in the building, nor wind graded that the same is furnished to the Tenant any storeroom, use of landlord, nor for the loss of any protection of the same is furnished gratuitously by the Landlord, and any such storeroom shall be used by the Tenant for the storage of trunks, any damage or injury whatever to person or property. Should, the Landlord during of any property by their or other bags, suit cases and packing cases only, all of which shall be empty, and that if any person shall use any such laundry, storeroom or for the person does so at his or her own risk, and upon the express stipulation that the Landlord shall not be liable for the storage of trunks, any damage or injur

FIFTEENTH.—Bus service, if any, furnished by the Landlord to the Tenant is supplied gratuitously and without consideration, and the or without any reason, and no diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from any such discomfort arising from any such discomfort arising from the making of repairs, alterations or improvements to the entrances, lobbies, halls or any appliance of the building, or from function or abatement of rent, or other compensation, shall be claimed or other part of the interior or exterior of the building or to any appliance of the building, or from function of any space taken to comply with any law, ordinance or order of any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "service," or lost of the reading of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment of such "service" when such interruption or curtailment of any discident, alterations or repairs desirable or necessary to be made or to inability or difficulty on securing supplies or labor for the maintenance of such "service" shall not be deemed a constructive eviction. The Landlord to shall not be any other compensation for more or such abatement of the Landlord. Any such interruption or curtailment of any abatement or dimensional properties of the maintenance of such "service" shall not be deemed a constructive eviction. The Landlord shall not be required to furnish and the Tenant shall be in the reasonable dispatch and the Tenant shall not be entitled date above fixed for the commencement of the term, but the same are to be done with reasonable dispatch and with as little inconvenience to the curtailment of the term, but the same are to be done with reasonable dispatch and with as little inconvenience to the curtailment of the term, but the same are to be done with reasonable dispatch and with as little inconven

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SIXTEENTH.—This lease shall not be modified by any implied agreement or custom, nor by any act or omission of the Landlord and no or effective, unless made in writing signed by a duly authorized officer of the Landlord. The Landlord has made in represent to said building or the demised premises, except those contained herein, and those, if any, contained in a written communication to the Landlord.

SEVENTENTH,—That during two months prior to the expiration of the term hereby granted, applicants shall be admitted at all the term to visit and examine the premises until readed; and the Landbord and the Landbord's agents shall be permitted at any time during fersonally present to open and permit any entry into said premises, at any entry into said premises, at any time, when authorized by the permissible hereunder the Landbord or the Landbord or the Landbord's agents, to make or facilitate improvements or repairs in any part of the building; and if the said Tenant shall not be to any claim or cause of action for damages by reason thereof fif during such entry the Landbord or such agents may forcibly enter the same without rendering the Landbord or such agents fishle authority hereby reserved, does not impose, nor does the Landbord assume, by reason thereof, any responsibility or liability whatover for the care except as otherwise herein provided.

FIGHTEENTH.—If the demised premises are available for occupancy before the date above specified for commencement of the term, the such possession by the Tenam; and in the event that the Tenant thus takes earlier possession of the demised premises in writing to the taking of such possession of the demised premises, the term of this base shall be deemed for all purposes to commence from the time of the taking of such possession by the Tenam; but the Tenam that the season of the demised premises, the term of this base shall demised premises are not ready for occupancy at the date above prescribed for the commencement of the term, and the Landlord shall not give

DEFAULT UNDER PREVIOUS LEASE

ATTORNEYS'

SECURITY

WINDOW

ANDLORD'S LIABILITY

WAR

QUIET

ERVICES

RGINAL

possession of the demised premises to the Tenant at the date above prescribed for the commencement of the term, then the date of the commencement of the term shall be postported until the Landlord shall be able to so give possession, and rent shall not run in the meantime but shall not be liable for damages, if any, sustained by the Tenant that the demises premises will be ready for occupancy; and the Landlord assumes no responsibility to the Tenant because of failure to deliver possession before the demised premises are ready for the rent inditiplied by the actual number of days during which possession is correctly and the daily present intention and hereby waives all right to resend this lease and to recover any considerations paid. If the Tenant amount of above fixed for the commencement of the term hereof, default in the performance of any agreement by the Tenant contained in any other leases above to the Landlord to the Landlord to the Landlord, this lease shall not go into effect, and the Tenant shall not be entitled to possession become

NINETEENTH.—If the Tenant shall at any time be in default become, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees, costs, and the ments thereby incurred by the Landlord, so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursement of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

TWENTIETH.—If the demixed premises, or any part thereof, be taken by virtue of eminent domain, or for any public or quasi-public opinion by the Landlord, the Tenant shall pay the rent pro rata up to the time of the expiration of this lease, and thereafter mether of such shall have any claim against the other by reason of such termination, and any and all awards for any such taking are assigned to and shall be TENANTEREST.—The Tenant has deposited with the Landlord, the sum of the sum of the sum to described or deducted on the landlord.

Dollars,

TWENTY-FIRST.—The Tenant has deposited with the Landlord, the sum of 350.00 Dollars, and agrees from time to time to pay to the Landlord any sum or sums of money paid by the Landlord out of the sum so deposited, or deducted continuity deposited with the Landlord a sum which shall never be less than the amount originally deposited; the money so deposited shall never be less than the amount originally deposited; the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money so deposited shall never be less than the amount originally flower than the money of the flower than the money of the flower than the money of the same than the money of the flower than the flower than the money of the flower than the flower than the money of the flower than the flower

date herein originally fixed for the expiration of the term, except as herein otherwise provided.

If the Landlord shall pay or be liable to pay any sum or sums of money whatsoever, or do or perform any act or thing on behalf of the Tenant, or make good any default by the Tenant hereunder, or if any penalty be assessed or imposed against the Landlord or any owner of the premises because of any default of the Tenant under this lease, any amount paid by the Landlord or such owner, or for which the Landlord or such owner, or for which the Landlord or such owner, or the premises of the premises, and upon such transfer all liability of the transferrer or assign of such security shall be contained premises, and upon such transfer all liability of the transferrer or assign of such security shall ceave and transfer all liability of the transferrer or assign of such security shall ceave and transfer all liability of the transferrer or assign of such security shall ceave and transfer all liability of the transferrer or assign or such security shall ceave and transferrer or assign or the premises may transfer or assign such come to an end.

TWENTY-SECOND.—The Tenant agrees that he will not require, permit, suffer or allow the cleaning of any window or windows in the dunised premises from the outside (within the meaning of Section 202 of the New York Labor Law) unless the equipment and safety devices unless the rules and any supplemental rules of the Industrial Board of the State of New York Labor Law, are provided and used, and or other expenses incurred by said Landlord, Owner, Agent, Manager and/or Superintendent for all damages, loss or input suffered or legal said landlord, Owner, Agent, Manager and/or Superintendent for all damages, loss or input suffered or legal said laws, ordinances, regulations, at d/or rules.

TWENTY-THIRD.—The term "Landlord" as used in this lease means only the party who for the time being is the owner, or the assignee of rents, or the mortgagee in possession, or the owner of a lease of the land and building of which the demined premises form a part, as the case may be; and the Tenant agrees that as, if and when any Landlord hereunder sells or transfers title to or conveys or assigns such case of the entire building such Landlord shall be and hereby is wholly released, discharged and releved of and from all of the focase of the Tenant for any subsequent violation or breach of the covenants and obligations of the Landlord hereunder, and thereupon and therefore the sole and exclusive right or rights, remedy or remedies and perform or comporation succeeding to the rights of such Landlord hereunder.

TWENTY-FOURTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landdord is unable to supply or instance or decorations or is unable to supply or instance or decorations or is unable to supply or is delayed in supplying any equipment of fatures if Landdord is prevented or delayed in making any repairs, additions, alterative or decorations of governmental preemption in connection with any National Emergency declared by the President of the United States or in connection with any with the president of the United States or in connection with any which have been or are affected by war or other emergency.

SECURITY CANNOT BE USED IN LIEU OF RENT.

TENANT MAY SUBLET APARTMENT UPON LANDLORD'S CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD.

THE LANDLORD COVENANTS:

FIRST.—That if and so long as the Tenant pays the rent reserved bereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject however, to the terms of this lease and to the mortgages above mentioned and provided for and any foreclosure thereof.

SECOND,—Subject to the provisions of section "Fifteenth" above, the Landlord will furnish the following respective services during the hours usual in said building: (a) If there be a passenger elevator in the building, then passenger elevator service to and from the floor on which the "self-service"; (b) if there be a service elevator in the building, then operator if the elevator is of the type known as "automatic" or additional service not described by the same floor during the usual hours additional service not herein provided for, but any such service shall be gratuitous unless otherwise arranged and shall not be an obligation of

The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease and in no way affect this lease.

This lease, and every provision hereof, shall bind, apply to and run in favor of the Landlord, its successors and assigns, and of the Tenant and the heirs and personal representatives of the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and scaled this lease the day and year first above written.

Witness

GLICK EMERY, INC. Landlord

concilo

Tenant

RULES AND REGULATIONS

- The sidewalks, entrance, public halls, stairways and elevator vestibules shall not be obstructed nor used for any other purpose than for
- ingress to, and egress from the apartments.

 2. The passenger and service elevators, unless designed and installed as "automatic" or "self-service," shall be operan only by employees of the Landlord, and there shall be no interference whatever with the same by the tenants, members of their families or their arrivants.

 3. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends, guests or servants; nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument in the demised premises between the hours of eleven o'clock p, m, and the following nine o'clock a, m if the same shall disturb or annoy other occupants of the building, and in no event shall practice or suffer to be practiced either vocal or instrumental a radio loud speaker between the hours of isleven the hours of six o'clock p, m, and nine o'clock a, m. No tenant shall operate a phonograph or a radio loud speaker between the hours of eleven o'clock p, m, and the following nine o'clock a, m.

 4. Tenants and their servants are expressly forbidden to throw anything whatever out of the windows or doors, or in the halls or light shafts of the building or upon any part of the beach or lands adjacent to the building.

 5. No servants or employees of the Landlord shall be sent out of the building by any tenant at any time for any purpose. The Landlord will not be responsible for any atticle left with any employee.

 6. Kitchen supplies, market goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators.

- 5. No servants or employees of the Landlord shall be sent out of the building by any tenant at any time for any purpose. The Landlord will not be responsible for any article left with any employee.

 6. Kitchen supplies, market goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators or dumbwaiters (if any) to the tenants, and the Landlord, will not be held responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carclesancess or negligence of the employees of the building.

 7. All garbage and refuse must be sent down to the basement from the apartments and kitchens in accordance with the directions of the superintendent and only at times designated by the superintendent.

 8. All baggage must be taken in or out of the basement or service entrance.

 9. Each tenant shall keep the premises leaved in a good state of preservation and cleanliness and shall not sweep or throw or permit to be into any of the light shafts or ventilators, thereof, or out of any window or door of the building.

 10. The obstruction of the fire escapes is a menace to life and is prohibited by the Fire Department and also by the Landlord.

 11. No ash can, garbage-can, coal holder, wood-box, kitchen supplies, ice or other article shall be placed in the halls or on the staircase landiciothing, curtains, carpets, matting or rugs be lung or shaken from any of the windows or doors.

 12. The water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags nor any other improper articles be thrown into the same; and any damage resulting from misuse thereof shall be borne to first family, friends, guests or servants, shall be been caused.

 13. Tenants or any other persons in taking baby carriages to and from the premises shall use only the baby carriage entrance (if any) proteined by the Landlord, and no baby carriages, bicycles, velocipedes wided by the Landord, and no hapy carriages, beyeles, velocipedes, wagons or similar arriaces, toys, playinings or other personal property of any tenant or his family, friends, guests or servants, shall be placed in or permitted to stand or remain in the halls, corridors, vestibules or stairways of the building.

 14. Children shall not play in the public halls, stairways, or elevators, nor be permitted in the service elevators.

 15. The service elevators shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators shall not be used by them for that purpose, except that nurses accompanying the children of tenants may use the passenger elevators.

 16. No tenant, nor any member of his family, nor any servant, guest or visitor of any tenant, shall loiter in or about the entrance halls, corridors, vestibules or stairways of the building at any time.

- 17. Tenants shall not add or affix any locks or bolts on doors or windows without first obtaining the approval of Landlord and any such locks is so added shall become the property of Landlord and shall not be removed by tenant.

 18. Tenants at all times will keep the floors of premises leased to them reasonably covered with rugs, carpets, matting or similar materials to tunnecessary noise. or bolts
- - 19. Each tenant shall use the laundry and drying apparatus, if any, only on such days as the Landlord shall designate.
- 20. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such (if any) as shall be approved in writing by the Landlord, neither shall anything be projected out of any window without such consent.
 21. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Landlord.
 22. No dogs, cats or other animals shall be kept or harbored in the demised premises, unless the same in each instance be expressly permitted in writing by the Landlord.
- 23. No radio installation shall be made without the written consent of the Landlord and in no event shall outside aerials be allowed in con-
- nection with any radio installation.

 24. All radio equipment or electrical equipment of any kind or nature installed or used in the demised premises shall fully comply with all rules, regulations, requirements or recommendations of fire insurance companies, the New York Board of Fire Underwriters and public authorities, and the tenant alone shall be liable for any damage or injury caused by radio equipment or electrical equipment on the demised premises.

 25. Tenants shall not enter upon or use the roof of the building, or any part of such roof, for any purpose.

 26. The Landford reserves the right to rescind or change any of these rules and to make such other rules and regulations from time to time as may be deemed needful for the safety, care or cleanliness of the premises and for securing the comfort and convenience of all the tenants.

GLICK EMERY, INC. Landlord,	CHARLES DANIELS Tenant.	LEASE	Premises 400 East 77th Street Apartment 4E on 4th floor	Term Begins April 1, 19.68 Expires March 31, 19.70 Rent \$ 4200.00 annum \$ 350.00 month
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GUARANTY

To induce the Landlord, within named to enter into the foregoing lease of the premises described therein to and with the Tenant within named, and also in consideration of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the receipt of which is hereby acknowledged, the undersigned hereby guarantees to the Landlord and to the successors and assigns of the Landlord, the payment by the Tenant of the rent, within provided for, and the performance by the Tenant of all the terms, covenants and conditions of the within lease on the part of the Tenant to be performed. Notice of all defaults is waived and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, (L.S.) STATE OF NEW YORK, Ss.: County of On this day of , before me personally appeared

to me known and known to me to be the individual described in and who

11
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No decorations or alterations will be made other than mentioned above and the landlord will not be bound by agreements or promises made a specified on this application. Failure to make such decorations or alterations by any given time as in a way affect the lease. The landlord will do the agreed work with as much expediency as circumstances will permit.

Leanes will be delivered or mailed to the tenants who must execute and return them to the landlord or its agents within 5 (five) days together with the first month's rent. Otherwise at the landlord's option the lease may not be given and the deposit retained.

The landlord will not be bound and possession will not be given unless lease signed by the landlord, or its agent, has been maded or divered to the tenant, and the first month's rent paid.

PLEASE READ CAREFULLY SEFORE SIGNING

Applicant's signature

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

26

Agreement of Trase, made this

day of FEBRUARY

1970 , between

MARTHA MELOHN, AGENT

party of the first part, hereinafter referred to as Landlord, and

ERNEST WILLIAMSON

party of the second part, hereinafter referred to as Tenant,

73

Witnessetly: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

Apartment

4E

on the

FOURTH

floor, in the building

known as

400 EAST 77TH STREET

in the Borough of MANHATTAN

. City of New

York, for the term of THREE YEARS

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st

day of MARCH

nineteen hundred and 70

and to end on the

28th day of FEBRUARY

nineteen hundred and

both dates inclusive, at an annual rental of

\$ 437.50 per month

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve a notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half month's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows: Rent

1. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy

2. The demised premises and any part theref shall be occupied only by Tenant and the members of the imm diate family of Tenant, and as a strictly private dwelling apartment and for no other purpose.

Assignment,

3. Tenant, and Tenant's heirs, distributees, executors, Morigage,
Elc.

S. Fendin, and renom's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, martgage or encumber this agreement, nor underlet, or use or permit the demised premises or any part thereof to be used by others, without the prior written

consent of Landlord in each instance. If this lease be assigned, or if the denised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under tenant or occupant, and apply the net amount collected to the tent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignce, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or under-

Alterations 4. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such munner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party, including all panelling, decorations, partitions, raclings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 25 not less than 3 days prior to the expiration or other termination of this lease or any renewal or extension thereof), become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Any mechanic's lien filed against the demised premises, or the building, of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.

5. Tenant shall take good care of demised premises and fixtures therein and, subject to provisions of Article 4 hereof shall make, as and when needed, as a result of misuse or neglect by Tenant, all repairs in and about deinised premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the criginal work. However, Landlord may repair, at the expense of Tenant, all damage or injury to demised premises, or to the building, of which the same form a part, or to its fixtures, appurtenances or equipment, done by Tenant or Tenant's servants, employees, agents, visitors or licensees, cr caused by moving property of Tenant in and/or out of the building, or by installation or removal of furniture or other property, or resulting from air-conditioning unit or system, short circuits, overflow or leakage of water, steam, illuminating gas, sewer gas, sewerage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to carolessness, negligence, or improper conduct of Tenant, or Tenant's servants, employees, agents, visitors or licensees. Except as provided in Article 11 hereof, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlard by reason of inconvenience, or annoyance arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no ability upon Landlord for failure to make any repairs, alterations, additions, or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment.

Window Cleaning

6. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

Requirements

7. Tenant shall comply with all laws, orders and requ-Tendat shall compay with on laws, crows an Authoritations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or law, which shall impose any duty upon bandlord or Tenant

officers, pursuant to law, which shall impose any duty upon with respect to demised premises, or the use or occupation thereof; and shall not do or permit to be done, any act or thing upon said premises, which will invalidate or be in conflict with fire insurance policies covering the building. of which demised premises are a part, and fixtures and property therein, and shall not do or permit to be done, any act or thing upon said premises which shall or might subject the Landlard to any liability or responsibility for injury to any person or persons or to any property by reason of any business or operation being carried on upon said premises: with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of the insurance on

Lasuremen

the building, of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph,

the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant skall reimburse Landlard, as additional rent hereunder, for be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premise is thereafter paid by Landlord which shall have been charged because of such violation by Tenant, and shall make such reimbursement upon the first day of the month fellowing such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance background. body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Subordination

8. This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real proporty, of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutions are considered to the confirmation of such subordination. tutes and appoints Landlard the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant.

Rules and Regulations

9. Tenant and Tenant's family, servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with, the Rules and Regulations set forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as kandlard may elect. In case Tenant disputes the reasonablem from the reasonable of any Rule or Regulation hereafter made or adopted by Landlerd or Landlerd's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for arbitration to the Chairman for the time being of the Board of Directors of the Management Division of The Real that being of the point of Directors of the Management Division of the field Estate Board of New York, Inc., or to such person or persons as he may designate, whose determination shall be final and conclusive upon the parties hereto. No dispute of the reasonableness of any rule or regulation shall be deemed a compliance upon Tenant's part with the foregoing provisions of this article unless the same shall have been raised by service of a notice in writing upon Landlord within ten days after the adoption of any such rule or regulation. Landlord shall not be liable to Tenant for violation of any of said Rules and Regulations, or the breach of any covenant or

condition in any lease, by any other tenant in the building. Property-

10. Landlord or Landlord's agents shall not be liable for Loss, Damage any damage to property entrusted to employees of the building, nor for the loss of any property by theft or otherwise. Landlard or Landlard's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place or by dampness or any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building, or for interference with the light or other incorporeal hereditaments, or caused by operations in construction of any public or quasi public work; nor shall Landlord be liable for any latent defect in the building. If at any time any windows of the demised premises become closed or darkened, for any reason whatever, Landlord shall not be hable for any damage that Tenant may sustain thereby and Tenant shall not be entitled to any compensation or abatement of rent or release from any of the obligations of Tenant hereunder because of such closing or durken-ing. Landlord or Landlord's agents shall not be liable for the presence of bugs, vermit or insects, if any, in the premises, nor shall their presence bugs, vermit or insects, if any, in the premises, nor shall their presence affect this lease. If Landlord shall furnish to Tenant any storeroom, use of laundry or any other facility outside of the demised premises, the same shall be furnished gratuitously, and any such storeroom shall be used by Tenant for the storage of trunks, bags, suitcases and packing cases only, all of for its state of the empty, and the use of any such laundry, storeroom or other facility shall be at the risk of the person using the same and Landlard or Landlord's agents shall not be liable for any injury to person or loss by theft or otherwise or damage to property, whether due to negligence of Landlord's agents or otherwise. Tenant shall reimburse Landlord's agents or otherwise. tional rent for all expenses, damages or lines incurred or suffer lord by reason of any breach, violation or non-performance by

nant's family, servants, employees, agents, visitors or licensees of any venant or provision of this lease, or by reason of damage to persons or operty caused by moving property in and/or out of the building or by the stallation or removal of furniture or other property of or for Tenant, or by aron of or arising out of the occupancy or use by Tenant of demised remises or of the building of which demised premises form a part, or any art of either thereof, or from any other cause due to the carelessness, neglionce or improper conduct of the Tenant or the Tenant's family, servants, mployees, agents, visitors or licensees. Tenant shall give immediate notice Landlord in case of fire or accidents to or defects in any fixtures or equipent of the building.

estructionire or Other Cause

11. If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the

expense of Landlord, and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. But if the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and Landlord shall decide not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a natice in writing of such decision, which notice shall be given as in Article 25 hereof provided, and thereupor the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord.

Eminent Domain

12. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date

when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

13. As long as Tenant is not in default under any of the provisions of this lease Landlord covenants to fur-Services nish, insofar as the existing facilities provide, the following services: (a) Elevator service; (b) Hot and cold water in reasonable quantities at all times; (c) Heat at reasonable hours during the cold seasons of the year. Interruption or curtailment of any such services sha'l not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent. Mechanical refrigeration equipment, if provided, is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. If Landlard maintains a telephone switchboard connected with the demised premises, Tenant may use such service at the rates charged to other tenants of the building. The amount charged shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon 30 days' written notice to the Tenant, without in any way affecting the obligations of the parties hereunder. If the building, of which the demised premises are a part, supplies manually operated elevator service, Landlord may discontinue such service upon ten (10) days' notice to Tenant without in any way affecting the obliartions of Tenant hereunder, provided that within a reasonable time after the expiration of said ten (10) day period Landlord shall commence the subestution of an automatic control type of elevator in lieu of the manually averated elevator, and with due diligence pursue to completion the installation of such automatic control elevator or elevators. It is understood, however, that due allowance shall be made by Tenant for reasonable delay caused by strikes or any other cause beyond Landlord's control. If electric current be supplied by Landlord, Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at the rates charged to rest antical consumers by any electric corporation subject to the jurisdiction

ent of the termination of this (c). It is stipulated and agreed that in t lease pursuant to (a) or (b) hereof, Landlord small forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the rental value of the demised premises, at the time of termination, for the unexpired term or portion thereof, poth dis-

(c) Measure counted at the rate of four per centum (4%) per annum to of Damages present worth; nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum

allowed I any statute or rule of law in effect at the time whi.e., and govern ing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. In determining rental value of the demised premises the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after termination of this lease, shall be deemed prima facie to be the rental value.

16. (1). If Tenant shall make default in fulfilling any of the covenants of this lease other than the covenants for Default the payment of rent or additional rent, or if the demised premises become vacant or deserted, Landlord may give Tenant three days' notice of intention to end the term of this lease and thereupon, at the expiration of said three days (if said default continues to exist) the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided; or (2) if Landlord or Landlord's agents shall deem objectionable or improper any conduct on the part of Tenant or occupants, or visitors or licensees, or shall deem Tenant or occupants, or visitors or licensees objectionable, Landlord may in like manner give to Tenant three days' notice of intention to end the term of this lease and tender therewith or offer to tender the rent paid on account of the unexpired term, and thereupon at the expiration of said three days the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the

demised premises to Landlord. (3). If the notice provided for in (1) or (2) hereof shall have been given, and the term shall expire as aforesaid; or (3a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided; or (3b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or (3c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (3d) if Tenant shall fail to move Into or take possession of the premises within fifteen (15) days after coatmencement of the term of this lease of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice as hereinafter provided.

Remedies of Landlord

In case of any such default, reentry, expiration and pr dispossess by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as Landlord may incur for legal expenses, ottorneys' fees, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this

af the Public Service Commission and serving the part of the city where the building is located; bills therefor shall be rendered at such times as Landlord may elect and the amount, as computed from a meter installed by Landlord, or Landlord's agent, shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon thirty (30) days' notice to Tenant without being liable therefor or in any way affecting the liability of Tenant hereunder. In the event that Landlord gives such notice, Landlord shall permit Tenant to receive such service from any other person or corporation and chall permit Landlord's wires and conduits to be used for such purpose. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Landlord in each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control. If any tax be imposed upon Landlord's receipts from the sale of resale of electrical energy or gaz or talephone service to Tenant by any Municipal, State or Federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to Landlord.

Access to Premises

14. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the demised premises. Landlord or Landlord's agents shall \(\), we the right to enter the demised premises during reasonable hours, to except the same, and to show them to prospective purchasers or lessees of the building, and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an exiction in whole or in part, and the rent reserved shall in no wise above while said decorations, repairs, alterations, improvements or additions are being made, because of the prosecution of any such work, or otherwise. For a period of seven months prior to the termination of this lease, Landlord shall have the right, during reasonable hours, to enter said premises for the purpose of exhibiting the same to persons desiring to rent or buy the name. if, during the last mon! of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and after, renovate and redecorate the demised premises, without elimination or abatement of rent, or other componsation, and such acts shall have no effect upon this lease. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Landlard or Landlard's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents hance therefor (if during such entry Land-Lind or Landiard's agents shall accord reasonable cine to Tenant's property), and without in any manner affecting the obligations and covenants of this lease.

Bankruptcy 15. (a). If at any time prior to the date herein fixed as the commencement of the term of this lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or α portion of Tenant's property, or if Tenant make an assignment for the Lonelit of creditors, this lease shall ipso facto be cruscelled and (a) Prior terminated and in which event neither Tenant not any person to Term claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession of demised premises and Landlard, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by him from Tenent or others in behalf of Tenant upon the execution hereof.

(b). It at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filled by or against Tenant in any court pursuant to any statute either of the United States or of any State a pelition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant make an assignment for the benefit of creditors, this lease, at the option of the Landlord, exercised within a (b) During reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated Term and in which event neither Tenant nor any person claiming through or under Tenant by virtue of any sixtuite or of an order of any

court shall be entitled to possession or to remain in possession of the premises demised but shall forthwith gult and surrender the premises and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtes of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in

lease and may grant concessions or free rent; and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby to served and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alteration and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law

Waiver of Redemption or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord

obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease or otherwise.

Fees and Expenses 17. If Tenant shall default in the performance of and covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained.

Landlord may trainediately, or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to facur any expense including reasonable attorney's fees in instituting, pross cuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent here-under and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

No Bentesentations by Landlord

18. Landlord or Landlord's agents have made no representations or promises with respect to the said building, the land upon which it is erected or demised premises except as herein expressly set forth and no rights, easements or

licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. The taking possession of the demised premises by Tenant shall be conclusive evidence, as against Tenant. that Tenant accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

End of Term

19. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good creer

and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last day of the term of this lease or any renewal thereof falls on Sunday, this leass shall expire on the business day immediately preceding. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

Onlet Enjoyment

20. Landlord covenants and agrees with Terant that upon Tenant paying said rent, and perfonning all the covenants and conditions atorecald on Tenant's part to be observed and performed. Tenant shall and may poaceably and quietly have, hold and enjoy the premises hereby demised, for the term aforesaid subject, however, to the terms of the lease and of the ground leases, under-

lying leases and mortgages hereinheldre mentioned.

Fallure To Cive Possession

21. If Landlord shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which

has not been sufficiently completed to make the promines ready for our pancy or by reason of the fact that a certificate of occupancy has not be procured or for any other reason, Landlerd shall not be suffect to a procured or for any other reason. hability for the failure to give possession on said date. Under such our comstances the rent reserved and covenanted to be paid herein shall not commonce until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possessless on the date of commencement of the term shall in any wise affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any wise to extend the term of this lease. If the building in which the demised premises are located is not in course of construction, and Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the holding over of any tenant or tenants or for any other reason; or if repairs, improvements or decorations of the demised premises or of the building in which said premises are located, are not completed, no abatement or diminution of the rent to be paid hereunder shall be allowed to Tenant under such circumstances. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. In either case rent shall commence on the date specified in this lease.

No Waiver 22. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies, and/or an agreement for the renewal hereof at the expiration of the term first above mentioned, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of such first mentioned term shall not be considered an extension thereof or a vested right in Tenant to such further term, so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term hereby granted; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension previously entered into between said Landlord and Tenant or the right of Tenant to any such renewal; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall constitute an eviction by Landlord, nor shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the lease or a surrender of the premises. In the event of Tenant at any time desiring to have Landlord sublet the premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease, Tenant hereby relieves Landlord of any liability for loss of any of Tenant's effects or the happening of any other event in connection with such subletting. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, or any of the rules and regulations set forth on the back of this lease or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth on the back of this lease, or hereafter adopted, against Tenant and/or any other tenant in the building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any

endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without projudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

Walver of Trial by Jury

23. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lerse, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24. This lease and the obligation of Tenant to pay rent

Inability to Perform

hereunder and perform all of the other covenants and areunder on part of Tenant to be performed agreeme: shall in nowise be affected appaired or excused because Landlord is unable to supply or is de. . ed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Bills and Notices

25. Except as otherwise in this lease provided, a bill, statement, notice or communication which La .dlord may desire or be required to give to Tenant, including any

notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered mail addressed to Tenant at the building of which the demised premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

26. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions

27. The term "Landlord" as used in this lease means only the owner or the mortgagee in possession for the time being of the land and building (or the owner of a lease of the building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

23. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.



29. TENANT HAS DEPOSITED WITH THE LANDLORD THE SUM OF \$ 437.50 AS SECURITY FOR THE FULL AND FAITHFUL PERFORMANCE OF THIS LEASE.

year first above written.		Tenant have respectively signed and sealed this lease as of the day and
Witness for Landlord:		1. Mar Court (L. S.)
Witness for Tenant:		Earned Williamson presi
		Tenant's Signature. [L. S.]
STATE OF NEW YORK, S.S. County of New York,	:	
On this before me personally came me to be the individual descri same for the purpose mentione		in the year one thousand nine hundred and , to me known and known to ad the foregoing instrument, and duly acknowledged that he executed the
		Notary Public, Number , County of New York

GUARANTY

FOR VALUE PECEIVED, and in consideration for, and as an inducement to Landlord making the within lease with Tenant, the undersigned guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or designal, whereby to change the understance therefor, all or proof, or notice, or demand, whereby to charge the undersigned therefor, of of which the undersigned thereby as charge the undersigned thereby as of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guaranter hereunder shall in

covenant and agree that in any action or proceeding brought by either Landictd or the undersigned against the other on any matters whatsoever arising out of under, or by virtue of the terms of this lease or of this guaranty that Landictd and nowise be terminated, affected or impaired by reason of the assertion by Landicid the undersigned shall and do hereby waive trial by jury. Dated, New York City____ [L. S.) WITNESS: Residence Business Address

Firm Name

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the demised premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or offixed by any Tenant on any part of the outside or inside of the demised premises or building without the price vertice consequent of the Landlord

the demised premises or building without the prior written consent of the Landlord.

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in.

or used in connection with any window or door of the demised premises, without the prior written consent of the Landlord.

4. No behy cornages, velocipedes, or bicycles shall be allowed in passenger elevators, if service elevator is provided, nor allowed to stand in the halls, passageways, areas or courts of the building.

5. Unless automatic, the passenger and service elevators, if any, shall be operated only by employees of the landland and must not in any event be to

operated only by employees of the Landlord, and must not in any event be in-terfered with by the Tenant, his family, servants, employees, agents, visitors or licensees. Elevators will be operated only during such hours as the Landlord may from time to time determine

from time to time determine.

6. Children shall not play in the public halls, stairways, or elevators, if any, nor be permitted in the service elevators.

7. The sorvice elevators, if any, shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators, if any, shall not be used by them for that purpose, if service elevator is provided, except that nurses with children may use the passenger elevators, if any.

8. Supplies, goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators, or dumb-waiters, to the Tenant, or in such manner as the Landierd may provide and the Landierd is not responsible for the loss or damage of any such property, notwithstanding such less or damage may occur through the carelessness or negligence of the employees of the building.

of the building.

3. Unless the building is equipped with an incinerator, all garbage and refuse must be sent down to the basement in such manner and at such times as

The laundry and drying apparatus, if any, shall be used in such manner and as such times as the superintendent may direct. If the Landlord provides clothes dryers in other parts of the premises, the Tenant shall not dry or air clothes 11. The Landlord may retain a pass key to the premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the demised premises without the writen consent of the Landlord, or the Landlord's agent in case such consent is given the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the demised premises. access to the demised premises.

against Tenant of any of the rights or remedies reserved to Landlord pursuant to

the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease. As a further inducement to Landon lord to make this lease and in consideration thereof, Landlord and the understanted

access to the demined premises.

12. No servants or employees of the Landlord shall be sent out of the building by any Tenant of any time for any purpose.

13. No Tenant shall allow anything whatever to fall from the window or doors of the demised premises, nor shall sweep or throw from the demised premises any dist or other substance into any of the carridors, or halls, elevators, light shalls. No garbage cans, coal holder, woodbox, supplies, ice, milk bottles, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or morps be sharen or hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

15. No Tenant shall make or permit ony disturbing noises in the building 15. No Tenant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Tenants. No Tenant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph or radio in the demised premises between the hours of eleven o'clock P. M. and the following eight o'clock A. M. if the same shall disturb or annoy other occupants of the building. No Tenant shall conduct or permit to be conducted, occul or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time. tion at any time.

16. No radio installation shall be made without the written consent of the Landlord. Any aerial erected on the roof or exterior walls of the building without the consent of the Landlord, in writing, is liable to removal without notice.

the consent of the Landlord, in writing, is liable to removal without notice.

17. No animals of any kind shall be kept or harbored in the demised premises, unless the same in each instance be expressly permitted in writing by the Landlord, and such consent, if given, shall be revocable by the Landlord or any time. It no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on leash, nor in any grass or garden plot under any condition.

Apartment

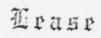
Premises

Tencent

Expires

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NDARD FORM OF APARTMENT





Management Division al Estate Board of New York, Inc.

yright 1942. All Rights Reserved. ction in whole or in part prohibited.

MARVIN-GLICK-AGENT

PREMISES 500 = 7.7 8t 2/251920
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RESIDENCE 88 Lester st , TELEPHONE
HOW LONG A TENANT? States of slaves
PREVIOUS RESIDENCE 25/ ((Chim House)
EMPLOYER Rece Lond Re LENGTH OF EMPLOYMENT
BUSINESS ADDRESS 1921 Jeima ale TELEPHONE 294-44901
NATURE OF BUSINESS PRESIDENCE POSITION
PREVIOUS EMPLOYER LENGTH OF EMPLOYMENT 5 Years
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HAS APPLICANT ANY DOGS OR OTHER ANIMALS?
HOW DID APPLICANT KNOW OF THIS APARTMENT?
REFERENCES: PRESENT LANDLORDADDRESS

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EMARKS		
shall in no	tatives who show apartments unless specified on this applic way affect the lease. The landlord will do the agreed work	
with the fire	ist month's rent. Otherwise at the landlord's option the lea	ite and return them to the landlord or its agents within 5 (five) days together use may not be given and the deposit retained. en unless lease signed by the landlord, or its agent, has been mailed or
delivered to	the tenant, and the first month's rent paid.	en unless lease signed by the landlord, or its agent, has been mailed or
		FULLY BEFORE SIGNING
Witness .		Applicant's signature and findlinesting
		New York City 75 1976
APPLICAT	TION APPROVED BY	
		Per
	ALL ADDITIONS SUBT	CT TO OWNER'S APPROVAL

X

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- - X

UNITED STATES OF AMERICA

- v

BENNIE HINES.

FEEMINES

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of .merica by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Galloo, Esquire, that if Seymour Detsky were called as a witness, he would testify as follows:

That he is an attorney at law and in 1972 he represented BENNIE HINES in a landlord tenant matter concerning apartment 4E 400 East 77th Street and was paid a fee of \$100 by Mr HINES. In the course of this matter, on July 18, 1972, at Mr. HINES direction he sent a money order to Mr. Jerry Kopito, Melohn Properties, Inc. a money order in the sum of \$467.00. On July 21, 1972, he sent, at Mr. HIMES direction, the following American Express Money Orders

- # 45 887,474,729 \$199.99 # 45 887,474,730 \$199.99 # 45 887,474,731 \$ 41.52

Dated: New York, New York

May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hires

Charles Vingiels

UNITED STATES OF ASSAUCA

v

BENNIE KINES,

Defendant

STIPULATION

74 Cr 268

X

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett. Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Mary Vrettos were called as a witness, whe would testify as follows:

X

She is employed by American Express Corporation in the Inspectors Office, TID Unit and is familiar with the records keeping precedure of and records maintained by American Express Corporation. That she withdrew Government Exhibit from the files of the American Express Corporation. That the term "void" is placed thereon after cashing. That the entries thereon were made in the ordinary course of business and it was the regular course of business for the American Express Corporation to make such entries on or about the dates indicated thereon.

Dated: New York, New York
May 3, 1974

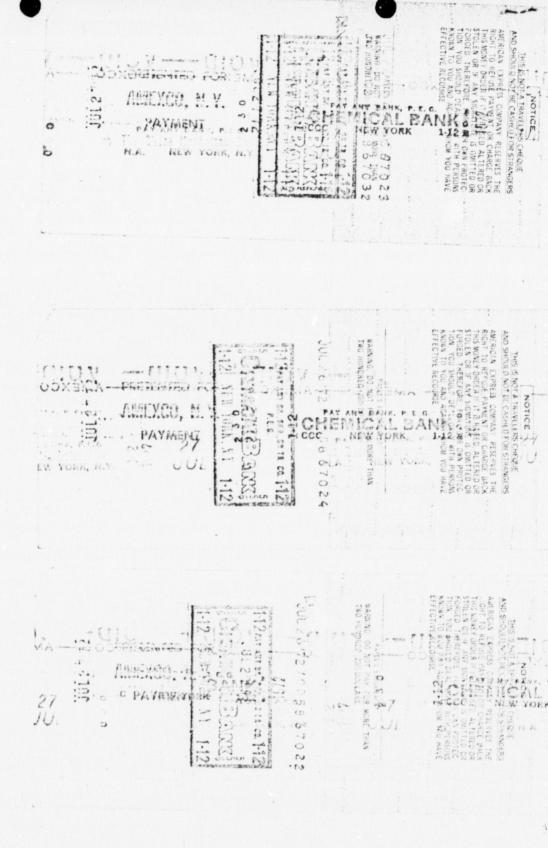
PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines



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American Express Company	45-887,474,731
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TO THE ORDER OF Melhon Properties elec	AECO 54152*
SENDER'S NAME Mr. E. Williamson	
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TO THE ORDER OF Melhon Properties Inc.	DO NOT PAY FOR MORE THAN TWO HUNDRED DOLLARS \$200
SENDER'S NAME Mr. E. Hilliamson	
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NOTICE

LUNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

- V -

STIPULATION

BENNIE HINES.

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallov, Esquire, that Carl Newfield, Frieda Chaifetz and Eugene Perlstein were called as a witness, they would testify as follows:

Carl Newfield: He is the President of Ace Pontiac 1921 Jerome Avenue, Bronx, New York and has been so employed from 1970 to the present. That he was shown a photograph of BENNIE HINES by Special Agent Mitchell Stankiewicz, Internal Revenue Service and does not recognize the individual depicted thereon. Further that no individual named BENNIE HINES or Ernest Williamson ever was employed by Ace Pontiac.

Frieda Chaifetz: She is employed as a bookkeeper by Ace Pontiac and has been so employed from 1970 to the present. She personally searched the records of Ace Pontiac to determine whether an individual named BENNIE HINES or Ernest Williamson was ever employed by Ace Pontiac and found no record of employment.

Ace Pontiac and has been so employed from 1970 to the present. That he was shown a phtograph of BENNIE HINES by Special Agent Stankiewicz, and does not recognize the individual thereon. Further, that no individual named BENNIE HINES or Ernest Williamson was ever employed by him at Ace Pontiac.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney fr the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

IN THIS COLUMN UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

STIPULATION 74 Cr 268

BENNIE HINES.

- v -

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padrett. Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Edna Speaker were called as a witness, she would testify as follows:

That she is the Secretary of the Atlantic Westerly Corporation and is familiar with the records keeping procedure of and the records maintained by the Atlantic Westerly Corporation. That the Atlantic Westerly Corporation owns and manages an apartment building, "The Westerly" located at 300 West 55th Street, New York City. That she recognizes Government Exhibit 14 to be a lease for a certain apartment in The Westerly and Government Exhibit / to be an application for that apartment. That these records are kept in the ordinary course of business by the Atlantic Westerly Corporation and that it is the ordinary course of business for the Atlantic Westerly Corporation to make the entries on Government Exhibit / and / at or about the time which the entries reflect.

That she has consulted the records of the Atlantic Westerly Corporation and these records reflect the receipt of cash payments as rental for Apartment 18C at 300 West 55th Street, New York City

in the following amounts:

1970	\$1,542.42
1971	\$4,637.16
1972	\$4,637.16

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN
United States Attorney
for the Southern District
of New York

CHARLES E. PADGETT
Special Attorney
U.S. Department of Justice

30

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

UNITED STATES OF AMERICA - v -BENNIE HINES, Defendant

STIPULATION 74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if a representative of the Department of Records Wayne County, Michigan, were called as a witness, he would testify as follows:

He is an employee of the Department of Records, Wayne County, Michigan, and as such is familiar with the records keeping procedure of and records maintained by Wayne County. One of the records maintained is a listing of all businesses located in Wayne County. That the City of Detroit is in Wayne County. That he searched the records of Wayne County and found no record of an L.B.J. Booking Company.

Dated: New York, New York

May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of

New York

nar.

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE)
Attorney for Bennie Hines

Kenn & Day

UNITED STATES OF AMERICA

- V -

BENNIE HINES,

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Abraham Alexander and Philip Gregoli were called as witnesses, they would testify as follows:

Abraham Alexander: He is the Vice President of Behl Printing Company, 145 Hudson Street, New York, New York, and he has been shown a photograph of BENNIE HINES by Joel Borden, Tax Fraud Investigative Aide, Internal Revenue Service and does not recognize the individual thereon. Further that the names BENNIE HINES and John Webster are unknown to him.

Philip Gregoli: He is the employment officer of Behl Printing Company and as such is familiar with employment records maintained by Behl Printing Company. He examined these employment records and found no record pertaining to either BENNIE HINES or John Webster. Further, he was shown a photo of BENNIE HINES by Tax Fraud Investigative Aide Borden and does not recognize the individual thereon.

Dated: New York, New York May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE) Attorney for Bennie Hines

UNITED STATES OF AMERICA

- v -

STIPULATION

BENNIE HINES,

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Robert Rivkin were called as a witness he would testify as follows:

That he is the Office Manager of Simon Furniture, Inc., 2153 3rd Avenue, New York, New York, and has been employed there for 20 years and is familiar with the records keeping procedure of and the records maintained by Simon Furniture, Inc. That he recognizes Government Exhibits 19-59 to be various records used by Simon Furniture, Inc. to record the purchase of and payments for the various items of furniture. That these records were kept in the ordinary course of business by Simon Furniture, Inc. and the entries thereon were made on or about the times indicated. That he recognizes the defendant BENNIE HINES as a customer of Simon Furniture, Inc. and that he has consulted the records of Simon Furniture, Inc. and these records show the following cash payments on items purchased by Mr. HINES.

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1968	2537.20
1969	2140.
1970	310.

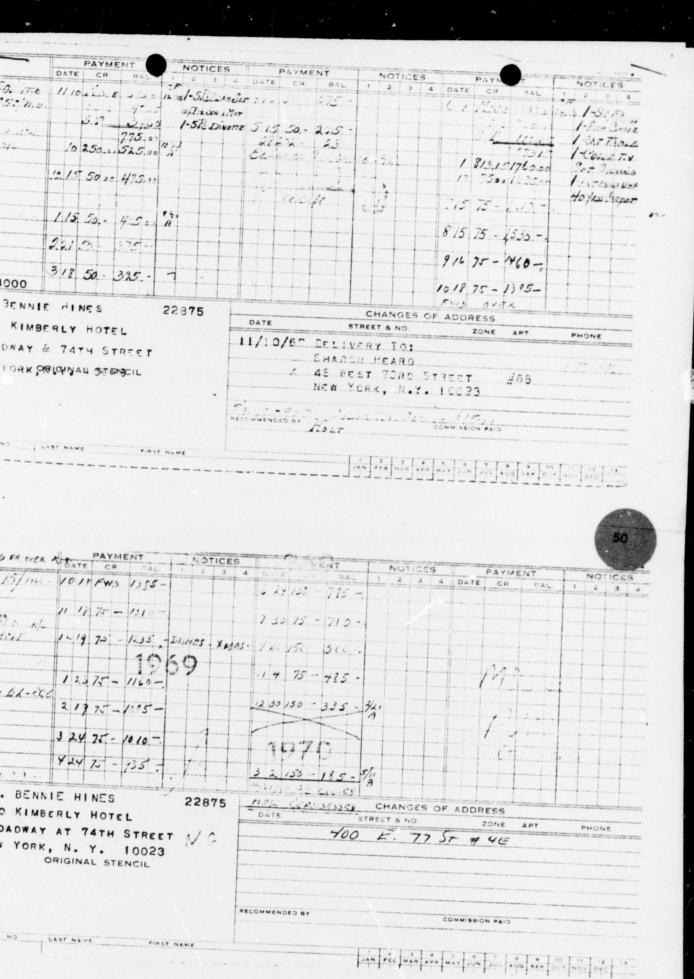
Dated: New York, New York May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

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(Chattel Mortgage)

SIMON FURNITURE COMPANY

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(Chattel Mortgage)

SIMON FURNITURE COMPANY

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RETAIL INSTALMENT CONTRACT (Chattel Mortgage)

The terms and conditions on the reverse side and on any attached sales checks are a part of this contract, they show a list and the price of goods or services which I we (meaning the Mortgagor — buyer) buy from you (Simon Fornitire Co., a Division of Simon Riskin, Inc., 2153 Third Ave., New York City, Mortagee), and you sell, the goods and or services listed on the reverse side hereof and on any attached sales checks, subject to the terms and conditions thereon for the thore sale price and cated

I (meaning the undersigned Mortgagor - Buyer) for securing payment of the indestedness hereinatter specified and in consideration of the sale of the following goods to me on or before the execution and delivery of these presents, have granted, bargained, sold and mortgaged and by these presents do grant, bargain, sell and mortgage to the Mortgage the goods listed on reverse side.

Upon condition that, if the Mortgagor shall, well and truly pay to the Mortgagee at address indicated above (or at such other address as the Mortgagor may be notined in writing) the sum of

). celeras de medich and for dollars (\$ ____ owing under prior agreements, in including a balance of \$

and an equal amount every therealter (final thereafter (final installment to equal unpaid balance) until the said "Time balance" shall have been fully paid, together with any and all other items herein agreed to be paid these presents shall be void.

agreed to be paid these presents shall be void.

If the payment of any instalment should become due and continue in default for a period of ten days, the Mortgagor agrees to pay a delinquency charge of five percent (5%) of the amount of each instalment in default or the sum of Five Dollars (\$5.00) whichever is less and to make such payment not later than one month after such default. In the event of this contract becoming due and payable and being referred to an attorney, not a salaried employee of the mortgagee, for collection the Mortgagor shall pay, in addition to the amount then remaining to be paid hereunder, a further amount equal to twenty percent (20%) thereor.

Acceptance of payments in lesser amounts or after they are due shall not be a waiver of Mortgagee's rights under this mortgage. If this purchase is consolidated with any prior balance, such balance may be inserted later. The maximum credit service charge on the consolidated total shall not exceed \$10.00 per \$100.00 per annum by a sum in excess of \$12.00 and, either the amount of and the period between the installments to be paid shall be the same as in that contract, included in the consolidated total, which provides for the highest rate of repayment, or the due date of the last installment to be paid shall be the same as in that contract, included in the consolidated total, which provides for the highest rate of repayment, or the due date of the last installment to be paid shall be the same as in that contract, included in the consolidated total, which is the last to mature.

A lien on the goods purchased under this and prior contract(s) shall be retained by the Mortgagee until all amounts due shall have been paid, subject to allocation of payments and release of security as provided by law. The Mortgagor will pay all taxes on the goods, keep the goods safely and will not sell, remove or encumber them.

To avoid delay and expense, both parties agree that any litigation hereunder shall be tried by the court without a jury.

Upon default in the payment of any sum payable under this Contract or in the performance of any of the other terms and provisions hereof, any and all amounts then remaining unpaid hereunder, shall, at the option of the Mortgagee, become due and payable forthwith.

This Contract may be assigned by the Mortgagee and it so assigned any claims of the Mortgagor against the Mortgagee shall not be affected. Unless the Mortgagor notifies the assignee within ten (10) days after notice of assignment has been mailed to said Mortgagor, the latter shall not assert such claims against the assignee.

If this Retail Instalment Contract (Chattel Mortgage) shall be executed by more than one buyer, the signers hereto agree that they shall be jointly and severally liable for the fulfillment of all of the obligations herein. Identifying numbers or marks of the goods and the due date of the first instalment may be inserted later. This is our entire agreement and cannot be changed orally.

This contract to become effective only upon approval of credit risk by seller.

NOTICE TO THE BUYER

- 1. Do not sign this agreement before you read it or if it contains any blank space.
- You are entitled to a completely filled in copy of this agreement.
 Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge.

Accepted: Seller's Name				
Ву	1	1/1	- har	
Witness:				

THIS IS A RETAIL INSTALMENT CONTRACT HATTEL MORTGAGE) THE RECEIPT BY THE RTGAGOR-BUYER OF AN EXECUTED COPY OF HICH IS HEREBY ACKNOWLEDGED.

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Mortgagor-Bu Signature	yer	114	
Co-Buyer's Signature			
Co-Buyer's			

(Chattel Mortgage)

SIMON FURNITURE COMPANY

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RETAIL INSTALMENT CONTRACT

(Chattel Mortgage)

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BOROUS COUNTY

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The terms and conditions on the reverse side and on any attached sales checks are a part of this contract, they show a list and the price of goods or services which I/we (meaning the Martinger, hover) buy from you (Simon Futintive Co., a Division of Simon Rivkin, Inc., 2153 Third Ave. New York City, Mortinger), and you sell, the goods and or services held on the reverse side hereof and on any attached sales checks, sobject to the terms and conditions thereon for the time sale price imbeated.

I (meaning the undersigned Mortgagor — Boyer) for securing payment of the indebtedness hereinafter specified and in consideration of the sale of the following goods to me on or before the execution and delivery of these presents have granted, bargained, sold and mortgaged

Upon condition that, if the M			ed on reverse side at address indicated above (or at su	ch other address
as the Mortgagor may be notified in writ				
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installment to equal unpaid balance) is agreed to be paid these presents shall be	e vote			
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Acceptance of navments in le	user amounts or after they are	due shall not be a	waiver of Mortgagee's rights unde	r this mortgage.
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If this Retail Instalment Contrashall be jointly and severally liable for	act (Chattel Mortgage) shall be or the fulfillment of all of the c erted later. This is our entire ag	reement and cannot be	han one buyer, the signers hereto ntifying numbers or marks of the g e changed orally.	agree that they oods and the due
This contract to become effective	ve only upon approval of credit r	risk by seller.		
	NOTICE TO	THE BUYER		
 Do not sign this agreement before You are entitled to a completely fil Under the law, you have the refund of the credit service charge. 	led in copy of this agreement. ight to pay off in advance th		and under certain conditions to	obtain a partial
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Accepted: SIMON FURNI	TURE COMPANY	(CHATTEL M	ORTGAGE) THE RECEIL	PT BY THE
Seller's Name	/	WHICH IS HE	REBY ACKNOWLEDGED.	
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Co-Buyer's Signature ...

Co-Buyer's Address

(Chattel Mortgage)

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RETAIL INSTALMENT CONTRACT (Chattel Mortgage)

The terms and conditions on the reverse side and on any attaches sides checks are a part of this contract, they show a list and the price of goods or services which I'we (meaning the Mortgagor as hover) have from you (Simon Fornitare Co., a Division of Simon Rivkin, Inc., 2153 Third Ave., New York City, Mortagee), and you sell, the goods and/or services listed on the reverse side hereof and on any attached sales checks, subject to the terms and conditions thereon for the time sale price indecated.

I (meaning the undersigned Mortgagor — Buyen) for securing payment of the indebtedness hereinafter specified and in consideration of the sale of the following goods to me on or before the consultant and delivery of these presents, have granted, bargained, sold and nortgaged and by these presents do grant, bargain, sell and mortgage to the Mortgagee the goods listed on reverse side.

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installment to equal unpaid balance) until the said "lin	ne balance shall have been fully paid gether with any and all other icens neven
If the payment of any instalment should become pay a delinquency charge of five percent (5%) of the is less and to make such payment not later than one more being referred to an attorney, not a salaried employee of the payment of t	the due and continue in default for a period of ten days, the Mortgagor agrees to amount of each instalment in default or the sum of Five Dollars (\$5.00) whichever both after such default. In the event of this contract becoming due and payable and the mortgagee, for collection the Mortgagor shall pay, in addition to the amount then if to twenty percent (20%) thereof.
Acceptance of payments in lesser amounts or a	fter they are due shall not be a waiver of Mortgagee's rights under this mortgage.
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A lien on the goods purchased under this and been paid, subject to allocation of payments and release of goods as falls and will not sell remove or encumber them.	f recurity as provided by law. The Mortgagor will pay all taxes on the goods, keep the
To avoid delay and expense both parties agree	that any litigation hereunder shall be tried by the court without a jury.
hereof, any and all amounts then remaining unpaid hereof, any and all amounts then remaining unpaid hereoff the Contract may be assigned by the Mortgagor affected. Unless the Mortgagor notities the assignee with latter shall not assert such claims against the assignee. If this Retail Instalment Contract (Chattel Mortg shall be jointly and severally liable for the fulfillment of date of the first instalment may be inserted later. This is	sle under this Contract or in the performance of any of the other terms and provisions reunder, shall, at the option of the Mortgagee, become due and payable forthwith, e and it so assigned any claims of the Mortgagor against the Mortgagee shall not be hin ten (10) days after notice of assignment has been mailed to said Mortgagor, the rage) shall be executed by more than one buyer, the signers hereto agree that they of all of the obligations herein. Identifying numbers or marks of the goods and the due our entire agreement and cannot be changed orally.
This contract to become effective only upon appro	ival of credit risk by seller.
	NOTICE TO THE BUYER
1. Do not sign this agreement before you read it or if it	contains any blank space.
	THIS IS A RETAIL INSTALMENT CONTRACT
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Ву	Mortgagor-Buyer Signature
Witness:	Signature
	Co-Buyer's Signature
	Co-Buyer's

UNITED STATES OF AMERICA

- v -

BENNIE HINES,

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallon, Esquire, that if Jim Lucas were called as a witness he would testify as follows:

:

That he is the owner of S & L Custom Tailors, 1567

First Avenue, New York, New York. That he recognizes the defendant, BENNIE HINES, as one of his customers in 1969 and 1970.

That Mr. HINES purchased from him clothing at the cost of \$700 at least.

Dated: New York, New York

May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

UNITED STATES OF AMERICA

- v -

BENNIE HINES.

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Callop, Esquire, that if Ralph Byrd were called as a witness, he would testify as follows:

He resides at 56 West 82nd Street, New York, New York. He does not know an individual named BENNIE HINES. He has been shown a copy of Government Exhibit and does not known how his personal history and credit information was obtained and used on Government Exhibit

He never applied for an apartment at 333 East 34th Street, nor did he ever pay rent for an apartment at that location.

Browlyrd Associates was a management consultant firm in the areas of education and urban development in which he was a partner

Browlyrd Associates hired Penn Plaza Service Associates, 2 Penn Plaza, New York, New York to receive phone calls and mail for the company. The company never got off the ground, made no money and subsequently ceased operating.

No individual named BENHIE HINES was ever employed by Browlyrd Associates.

Dated: New York, New York May 3, 1974

> PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

V

UNITED STATES OF AMERICA

BENNIE HINES.

STIPULATION 74 Cr 268

Defendant

Derendano

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BERNIE HINES, by his attorney Kalman Gallop, Esquire, that if Barney Millman were called as a witness he would testify as follows:

That he is Managing Agent for H.R. Shapiro, Inc. That H.R. Shapiro, Inc. is the owner of a certain property located at 1 Sherman Plaza and that I.M. Sopher and Company. Inc. are the rental agents for that particular building and that he has been shown Government Exhibits and and recog nizes them to be copies of Standard Leases and applications entered into in the ordinary course of business by I.M. Sopher and Company, Inc. and maintained in the files of the H.R. Shapiro, Inc. and that it is the ordinary business procedure for I.M. Sopher and Company, Inc. to enter into the agreement on behalf of H.R. Shapiro, Inc. and to give the original papers to H.R. Shapiro to be filed. That it is further the ordinary course of business of I.M. Sopher and H.R. Shapiro, Inc. to make the entries thereon at or about the times indicated.

That he has personally searched the files of M.P. Shaniro. Inc. and cannot locate the original lease or application.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

UNITED STATES OF AMERICA

v ·

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STIPULATION

BENNIE HINES,

74 Cr 258

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel and the defendant, BENNIE HINES, by his attorney Kalman Gallov, Esquire, that if Buford Fishback were called as a witness, he would testify as follows:

He is an officer of Brown Sugar Records Incorporated.

He first met BENNIE HINES in 1967 and discussed with him the possibility of HINES investing \$3,000 in Brown Sugar Records.

Inc. HINES did not invest any money in the company nor was he ever employed by Brown Sugar Records. He has visited BENNIE HINES at 400 East 77th Street, Apt. 4E New York City.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

GOUTHERN DISTRICT OF HEW YORK

UNITED STATES OF ALERICA

-- V

BENNIE HINES.

STIPULATION

74 Cr 258

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Gerald Joseph were called as a witness, he would testify as follows:

He is the owner of Royal Cleaners, 1476 1st Avenue, New York City. That Bennie Hines was one of his customers during 1972. Mr. Hines dry cleaning bills athis store amounted to at least \$350. Mr. Hines paid all his bills in cash.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

UNITED STATES OF AMERICA

- V -

BENNIE HINES,

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Lee Dunham were called as a witness, he would testify as follows:

That he is the proprietor of Dunham's Auto Body, Boonton,
New Jersey and as such is familiar with the records keeping
procedures of and the records maintained by Dunham's Auto Body.
That he has been shown Government Exhibit 66 and 67 and
recognizes them to be invoices prepared by Dunham's Auto Body to
record the cost of labor for auto repairs that he personally with
drew Government Exhibits 66 and 67 from the files of Dunham's
Auto Body and the entries on Government Exhibits 66 and 67
were made in the ordinary course of business by Dunham's Auto Body and
it is the ordinary course of business of Dunham's Auto Body to
make such entries at or about the time of the transactions which
the entries reflect.

Further that the repairs enumerated on Government Exhibits 66 and 67 were actually performed by Dunham's Auto Body and payment received. Further that during the course of making these repairs he examined the 1969 Cadillac Eldorado referred

to in Government Exhibit determined that it was built in Detroit, Michigan by the Universal Coach Corporation.

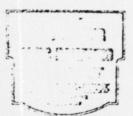
Dated: New York, New York May 3, 1974

> PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT

Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines



774 504-8000

DUNHAM'S AUTO BODY

204 Bivision Street BOONTON, NEW JERSEY 07005

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TEL: 324-5500

DUNHAM'S AUTO BODY

204 Division Street ECONTON, NEW JERSEY 07005

BODY AND FENDER REPAIRS . EXPERT REFINISHING

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UNITED STATES OF AMERICA

- V -

BENNIE HINES,

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if William Arnsbarger were called as a witness, he would testify as follows:

That in 1968 he was a salesman for Kolhberg Cadillac, Inc., 1000 Van Ness Avenue, San Francisco, California. On or about February 20, 1968 he sold a 1968 Cadillac Eldorado to BENNIE HINES. Mr. HINES gave him \$3,000 in cash down payment and financed the remainder through the Golden Gate Acceptance Corporation, 1000 Van Ness Avenue, San Francisco, California. Including interest, the loan on the Cadillac totaled \$7,200. and called for a monthly payment of \$200. He was the co-maker for this loan. Mr. HINES made seven payments on this loan.

On or about November 4, 1968, Mr. HINES sold his car back to Kolhberg Cadillac for \$6,000. At that time \$5,084.69 was owed to Golden Gate Acceptance Corporation on the car. That same day, he sold to Mr. HINES a 1969 Cadillac Eldorado. Mr. HINES gave him a cash down payment of \$2,972.47. The remaining cost of the car was financed by the Golden Gate Acceptance Corporation. The total amount of the loan including interest and principal, was \$7,740. to be paid at the rate of \$215 per month.

He was the co-maker on this loan also. HINES made 27 payments commencing in December 1968 on this loan.

That in 1971, he was a salesman for George Olsen Cadillac, Inc., 999 Van Ness Avenue, San Francisco, California. That on or about March 5, 1971, he sold to BENNIE HINES a 1971 Cadillac Eldorado. That Mr. HINES gave him a down payment of \$3,020.50 in cash and in April 1971 Mr. HINES gave him an additional down payment of \$1,000 in cash. This car was financed by him at the rate of \$200 per month beginning in May 1971.

Mr. HINES paid him \$200 per month for 19 months.

Mr. Arnsbarger is familiar with the various documents prepared in connection with the sales of these cars and Government Exhibit is a copy of the purchase agreement for the 1969 Cadillac and Government Exhibit is a credit application prepared by him from information supplied by Mr. HINES.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA :

- V - :
BENNIE HINES,

STIPULATION 74 Cr 268

Defendant

United States of America by Paul J. Curran, United States
Attorney for the Southern District of New York, by Charles E.
Padgett, Special Attorney, United States Department of Justice,
of counsel, and the defendant BENNIE HINES, by his attorney,
Kalman Gallop, Esquire, that if Keith Coppock were called as a
witness, he would testify as follows:

That he is the Secretary-Treasurer of George Olsen Cadillac Inc., 999 Van Ness Avenue, San Francisco, California and as such is familiar with the records maintained by and the records keeping procedure of George Olsen Cadillac, Inc. That Government Exhibits 70,71,72 and 73 are true and correct copies of a sales agreement and ledger sheet pertaining to the purchase of a motor vehicle. That Government Exhibits 70,71,72 and 73 are records maintained the ordinary course of business by George Olsen Cadillac, Inc., and the entries thereon are made in the ordinary course of business at or about the times indicated thereon.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of

New York

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Kines

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SECURITY AGREEMENT (PURCHASE MONEY): MOTOR VEHICLE

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NOTICE TO THE BUYER: (1) Do no to a completely filled-in copy of this a conditions to obtain a partial refund wehicle may be repossessed and you	of the finan	ce charge.	(4) If you	default in t	ght to	pay off in advance the	to be filled in. (2 full amount due a	You are	entitlea
Seller, George Cler Co. Buyer Bassie Hines 40	dillie		999 6	In Ness	Are		Californ	nia, heret	by sells, and
set forth hereunder and on the revers	e side hereo	to which	Buver and	Seller agree	BUYER	following described or	opertu (harninoff		Donner to A
YEAR NEW OR MAKE	NO. OF				c, tile	VEHICLE	ODOMETER	-	
MODEL USED TRADE NAME	CYL.	MODEL	Во	DY STYLE	IDE	NTIFICATION NUMBER	MILES	LICENSE	NUMBER
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STATEMEN					Othe	er - Describe			
NOTICE: No person is required, as chase of an automobile, to negotiate ticular insurance agent or broker. *W, IN THIS AGREEMENT FOR PUBLIC ANCE, PAYMENT FOR SUCH COVERA	or purchase RNING — Ut IABILITY O	NLESS A CH	TARGE IS I	NCLUDED	_	Vehicle, etc. Price	8900.00		
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VSI with subrogation against Buyer waived (Does not cover interest of Buyer)	\$				De		AL DOWNPAYME	NT S	3. 20. 3°
Occidental Credit Life Insurance	5				1				
(See Certificate on Reverse) TOTAL GROSS PREMIU	N 6	$\perp \perp$		rtificate	3.	UNPAID BALANCE OF	CASH PRICE	. 7	4549.0
A person 65 years of age or	March Contract Contra	eligible	Mir Historian T	THE RESERVE AND THE PROPERTY OF THE PERSON O	4.	INSURANCE (Total G	ross Premium)	3	Samuel Same
dental Credit Life Insurance. If a process of the Credit Life Insurance, the Buyer	oremium is who signs o	listed abo	ove for Oc	ccidental	5. O	License	131,00	- -	<u> </u>
insurance and represents that he					FF	Certificate of Title			
(Check one) Under 65 years of a		ears of age			CE	Registration 5			
Buyer authorizes Seller to procure for which the "Gross Premium" is sh agreement. Insurance proceeds are as	own and to	include the	cost there	ent in this I	A	Filing/Recording \$		-	131.00
of this document.					6.	UNPAID BALANCE (3	, 4 & 5)		.500.00
Buyer understands that he may of his choice and that Seller does not red	uire the pure	chase of Cri	edit Life or	Disability	7.	DEFERRED PAYMENT			1006.00
insurance in connection with this tran Credit Disability insurance for which a	saction. Bu	yer desires	any Credit	t Life and	8.	AMOUNT FINANCED	(6 minus 7)	STATE OF THE PERSON NAMED IN	:S00.0 =
Date /	A	main is sn	own above		9.	FINANCE CHARGE			
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\$ 8200,00

	Amount \$ Charge \$ Total		Payable in) Instalments as follows:	
	Pavable as follows:		- \$	
Seller	and equal successive monthly instalments of \$	19	1000.00 kg April 1,1971	
Assisted			general successive monthly instalments of	
Loan (Describe	, is and \$		\$ 2000 commencing April 13 1971.	
if Any)	from this loan is i	ncluded		
,,,	in Downpayment (Item 2) at "Paid Herewith"; \$, when		
	received, will be for payment due. (Item 7) and was not included in Amount Financed (Item 8) termining Finance Charge (Item 9).		Any "Balloon Payment" shown above will not be refinanced. (Note To Dealer: Total of Payments includes Item 7. Describe as "Balloon Payments".	
NOTICE TO BUYER: If you have obtained a Seller Assisted Loan you are obligated for the instalment payments on both that loan and this agreement; you may be			scribe as "Balloon Payment" any payment, including Item 7, which is more than twice the amount of a regular instalment.)	
to by you at		1 16.	DEFERRED PAYMENT PRICE (2 & 11) \$ (1 2235)	
TERMS OF AGREEMENT				
and Surges at Sent Services Colleges at the Grant Surges at Services Servic				
not exceeding in the aggregate 5% of each delay sener a desinquency charge on each insignment in default for 12 days or more				
obligations hereunder. Proceeds of insurance on Property are assigned to Seller as provided on the reverse of this agreement. D. PREPAYMENT: In the event of full prepayment any upgarred.				
D. PREPAYMENT: In the event of full prepayment, any unearned Finance Charge, calculated pursuant to California Civil Code Section				
surrings to \$25, with be refunded, if \$1 or more.			nowledges that: (1) prior to signing this Security	
E. NOTICES: The names and addresses of all persons to whom				
	glow under "Futh in Lending Copy," and that upon sign			
F. TERMS AND CONDITIONS ON DEVENES O			ity Agreement such copy was also signed by the	
	Seller all other amounts as provided herein and agrees to all other parties hereto, and (2) he has received a copy of every other			
terms and conditions of this agreement which include those additional terms and conditions set forth on the reverse hereof.			ent that he signed during the contract negotiation.	
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Executed in quadruplicate on Feb 24 1971 Buyer's Signature Benne Herring in the State of California Seiler Grove Class Califer Buyer's Signature Nowyork City, Nowyork Buyer's Signature			11018 7-2016/ 11.5	
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TOTAL

UNITED STATES OF AMERICA

- V -

STIPULATION 74 Cr 268

BENNIE HINES,

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States
Attorney for the Southern District of New York, by Charles E.
Padgett, Special Attorney, United States Department of Justice,
of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Robert Handley were called as a witness he would testify as follows:

.

:

He is employed by Golden Gate Acceptance Corp., 1000 Van Ness Avenue, San Francisco, California, and is familiar with the records keeping procedure of and records maintained by the Golden Gate Acceptance Corp. He withdrew Government Exhibit; 75 and 76 from the records of Golden Gate Acceptance Corp. and recognizes them to be original ledger sheets used to record amounts owing and amounts and dates of payment.

That Government Exhibit 75 and 76 are records maintained in the ordinary course of business by Golden Gate Acceptance Corp. and it is the ordinary course of business to make the entries there at or about the times indicated.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern Distri of New York

CHARLES E. PADGETT

Special Attorney U.S. Department of Just

KALMAN GALLOP, ESQUIRE Attorney for Bennie Him



ARMS NAME BEANIE LINES 1-1689 36 FELL STREET ADDENSS SAN FRANCISCO, CALIF. Feb. 20, 1968 CONTRACT DATE PHONE EN 2-3000 NEW O'R LISED 1968 Cadillac EMPLOYED BY OCCUPATION YR - MAKE-CYL Eld. Cp. MODEL TYPE CITY PHONE MOTOR NO. 36 @ \$ 200.00 beginning TERMS Apr. 1, 1968 \$ 7,200.00 CONTRACT BAL. 1,567.10 FINANCE CHG MISC CHARGES DATE BALANCE .00 35 .00 501.68 APR3063 7,000.00 1,375.04 5,624,96 200.00 34 601.68 MAY 1368 5,800.00 1,320.03 5,479.97 34 71 5.00 1,320.03 601.58 MAY 1568 6,805.00 5,484.97 34 71 601.63 JUN \ \ 68 5.00 6,210.00 1,320.33 5,489.97 200.00 33 701.68 JUN1268 6,610.00 1,242.39 5,367.61 32 801.68 JUL 1159 200.00 1,167.09 6,410.00 5,242.91 200.00 31 901.68 AUG126 1,094.15 6,210.00 5,115,85 200.00 30 1,001.68 SEP 1069 6,010.00 1,023.56 4,986.44 71 30 5.00 1,001.68 OCT 1168 6,015.00 1,023.56 4.991.44 200.00 29 NOV-169 1,101.63 5,815.00 955.32 4.859.68 5.0001,101.68 29 71 5,810.00 NOV 1260 955.32 4,854.68 1 955.32 29 10.00 1,101.63 71 MOV 1268 4,864.68 200.00 28 889.44 1,201.68 0-6-500 5,620.00 4.730.56 28 71 889.44 5.00 1,201.68 DECIVES 5,625.00 4,735.56 200.00 27 2500 101.69 JAN 269 225.90 5,425.00 4.599.10 200.00 26 201.69 JAN 1369 764.73 5,225.00 4.460.27 200.00 25 301.69 FEB 559 5.025.00 705.90 4,319.10 200.00 24 401.69 MAR 469 4,825.00 / 649.43 4,175.57 200.00 23 595.31 501.69 APR 1544 4.625.00 4,029.69 200.00 22 601.69 MAY 769 4,425.00€ 543.5 3.881.46 200.00 21 701.69 JUN 1669 4,225.00 494.13 3,73087 CENTALICE CORP. COLDEN CATE A Payment on 68 Codicac 6. 30 69 JAN FRANCISCO, CALIF. Klad. This my by 17 you . Caved Keyes NC) 3-27-69 (1) 200,00 200,00 (2) (1) 200,00 4225. Co. 210 -20000 (4) Der 210H -274.96 200,00 67 Nr. 210B-221-17 20000 (6) 200,00 (7) EN GATE ACCEPTANCE CORPORATION 1,400,00T 1000 VAN NESS AVENUE SAN FRANCISCO, CALIFORNIA 94109

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ARNS - 33 57 /Rect. No. 10-1920 NAME BEMNIE HINES :36 Fell Terret 2180 Tolum st · DO CONTRACT DATE Oct. 25, 1968 San Francisco, Calif. PHONE New NEW OR USED NOT EMPLOYED BY 69 Cadillac OCCUPATION YR - MAKE- CYL. Eld Cpe #69347 ADDRESS MODEL TYPE WRITE 119 MOTOR NO. 36 @ \$215.00 beginn ng Dec. 10, 1968 TERMS: \$7740.00 CONTRACT BAL. IN 1.540.00 FINANCE CHG. MISC CHARGES PAYMENT PAYOFF DATE BALANCE CODE AMOUNT THIS .00 36 .00 1,210.68 OCT3169 7.740.00 1,456.76 6,283.24 -215.00 35 7,525.00 1,375.83 110.69 DEC 1164 6,149.17 AREA 215.00 210.69 JAN 1369 34 7,310.00 1,297.21 6.012.79 310.69 FEB1459 210.00 33 7,100.001,220.90 5, 379.10 215.00 32 410.69 MARY 69 6, 685.00 1, 146.91 5,738.09 32 285.00 410.69 MARRETEN 1,146.91 7,170.00 6.023.09 215.00 31 510.69 APR1149 6,955.00 1.075.23 5,879.77 215.00 30 610.69 LAY1964 6.740.001 1.005.86 5.734.11 215.00 29 710.69 JUN 1669 6,525.00 938.80 5,586.20 28 810.69 111.1764 874.05 5,435,95 215.00 6.310.00 910.1 MISTARY P6.095.00 215.00 27 5,283.30 111.62 215.00 26 1.010.69 SEPUTO 5,880.00 5 128.50 751.50 215.00 25 1,110.69 OCT 1669 5.665.00 693.69 4,971.31 215.00 24 1,210.69 NOV2169 1 5,450.00 638.20 4.811.80 215.00 23 110.70 DEC3169 5.235.00 4.64".58 585.02 Dr 202 4731.13 Payments on '69 Cadillar 5235.00 Cr 210 Dr aloa 388.63 Dra100 196.39 Cz.807 81.15 215,00 (I) 215,00 T HC 215,00 (2) 210,00 (3) 215.00 (7) 15,00 (5) 15,00 41 215,00 (7) 215,00 (3) 215,00 (9) 215,00 (10) EN GATE ACCEPTANCE CORPORATION 215,00 (11) 1000 VAN NESS AVENUE 215,00 (12) SAN FRANCISCO, CALIFORNIA 94109 215,00 (3) 2,575,00 T

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UNITED STATES DISTRICT COURT SOUTHERN D_STRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

BENNIE HINES.

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Pedgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Leo Kaminski were called as a witness, he would testify as follows:

That he is the manager of Kaminsky, Oldsmobile - Cadillac. Inc. 1800 Henderson Drive, Lorain, Ohio. On or about May 29, 1970, he sold a 1970 Oldsmobile Cutlas, Serial # 3368 70M 355630, to a BENNIE HINES. BENNIE HINES gave him a \$500 deposit and financed the remainder through the Lorain National Bank, Lorain, Ohio.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

3,550.00 142.00 100.00 DATE 6-3-70 TOTAL CASH PRICE Lordin National Bank OPTIONAL EQUIP. AND ACCESS TOTAL TIME PRICE TOTAL FREIGHT AND HANDLING SETTLEMENT: tman o.Z DEPOSITB Hines LICENSE AND TITLE CASH ON DELIVERY PRICE OF CAR Discount INSURANCE USED CAR .. FINANCING SALES TAX PAYMENTS ALWAYS SHOW SERIAL. ENGINE &ND KEY NUMBERS SER. NO. ENG. NO. TYPE Kaminski OLDSMOBILE-CADILLAC, Inc. 1F52 0H84 1800 Henderson Drive 288-0221 PRICE Lorain, Ohio 44055 Ign. Trk. LORAIN, OHIO 44052 5000 Oneil Blvd. PROPERTY DAMAGE -- AMT. D PUBLIC LIABILITY - AMT. ENGINE NO. Bennie Hines OPTIONAL EQUIPMENT AND ACCESSORIES INSURANCE COVERAGE INCLUDES 1970 Oldsmobile New 336870M 355680 33687 2Dr. Cutlass S Hol. Coupe V8 SERIAL NO. DESCRIPTION ADDRESS SOLD TO: NEW 08 COLLISION - AMT. DEDUCT. MODEL SALESMAN: LK 427 GROUP MAKE

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- V -

BENNIE HINES.

STIPULATION

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Douglas Williams were called as a witness, he would testify as follows:

He is the Collection Manager, Consumer Retail Division, The Lorain National Bank, Lorain Chio and as such is familiar with the record keeping procedure of and records maintained by The Lorain National Bank. That he has been shown a copy of Government Exhibit 79 and recognizes it to be a Retail Installment Contract, utilized by the Lorain National Bank to record the terms of an automobile installment loan. Further that he has been shown a copy of Government Exhibit 80 recognizes it to be a copy of a Collection Record used to record amounts owing and amounts paid by a customer who has taken out an automobile installment loan. That he has personally withdrawn from the files of the Lorain National Bank the original records of 79 v 90 are copies. Further that which Government Exhibits the entries on Government Exhibit 79 and 80 were made in the regular course of business for The Lorain National Bank and it

and it was the regular course of business for the Lorain National Bank to make such entries at or about the time the transactions which the entries reflect.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York 41

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CHARLES E. PADGETT Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

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RETAIL INSTALMENT CONTRACT

NEGOTIABLE NOTE

For motor vehicles, trailers, consumer goods, watercraft, and business equipment

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7-15-70 The only acceptable psyment dates are 5th, 10th, 15th, 20th, 25th, and 30th of each month. The first payment must be due before 45 calendar days from the date of this note. Balloon payments are not acceptable. A balloon payment is an amount which is more than twice the amount of an otherwise regularly scheduled equal payment.

F. CREDIT LIFE INSURANCE IS NOT REQUIRED TO OBTAIN THIS LOAN. The undersigned hereby afterm that the charge for credit life insurance shown in dem (U) bb is

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6-3-70

DEBTOR(S) ACKNOWLEDGES SECEIPT OF A COMPLETELY FILLED IN COPY OF THIS NOTE. DEBTOR(S) FURTHER AGREE TO THE TERMS AND CONDITIONS HEREIN SET FORTH IN PARAGRAPHS G' AND H' ON THE REVERSE HEREOF.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

BENNIE HINES,

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallov, Esquire, that if Patricia Kerr were called as a witness she would testify as follows:

She is the treasurer of the Universal Coach Corporation located in Detroit, Michigan and as such is the custodian of all records of the Universal Coach Corporation, and as such is familiar with all the records keeping procedure of and the records maintained by Universal Coach Corporation. That she has been shown Government Exhibit 82 and recognizes it to be a copy of a ledger sheet maintained by the Universal Coach Corporation and utilized to record the name and address of customers, and the amounts owed by these customers, the dates and amounts of payment by these customers. Further, that she has been shown Government Exhibits 83,84,85,86 and recognizes them to be copies of invoices itemizing the type and cost of work performed by Universal Coach Corporation for its customers. Further that she personally withdrew the originals of Government Exhibits 82,83,84,85,86 from files maintained by the Universal Coach Corporation. That the entries made on Government Exhibits 82,83,84,85,86 were made in the regular course of business by the Universal Coach Corporation and that it was regular

course of business for the Universal Coach Corporation to make such entries at or about the time the transaction which the entries reflect.

Dated: New York, New York

May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT Special Attorney U.S. Department of Justice

KALMAN GALLOP, ESQ. Attorney for Bennie Hines

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

BENNIE HINES,

STIPULATION

74 Cr 268

Defendant

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran. United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES, by his attorney Kalman Gallop, Esquire, that if Martin Rosenthal were called as a witness, he would testify as follows:

He is the manager of the Western Union branch office located at 600 Third Avenue, New York, New York and as such is familiar with the records keeping procedure of and the records maintained by Western Union that he examines Government that he examines Government that he copies of western Union Money Orders. That he personally withdrew the originals of these money orders from thefiles of the Western Union branch office at 600 Third Avenue. That the entries on Government Exhibits that he were made in the regular course of business by Western Union and that it was the regular course of business for Western Union to make such entries at or about the time of the transactions which the entries reflect.

Dated: New York, New York
May 3, 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

CHARLES E. PADGETT
Special Attorney
U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

Western union TELEGRAPHIC MONEY ORDER-FILE COPY

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COMMUNITY COUNCIL OF GREATER NEW YORK

225 Park Avenue South

New York, N. Y. 10003

(212) 777-500

Research & Program Planning Information Department September 26, 1973

Prepared for: Al Jacobs, Internal Revenue Service

By: Budget Standard Service

Moderate Weekly Living Costs, Excluding Rent and Heat, in New York City For A Single Employed Man, Born 11/8/40 For Years 1968 Thru 1972.a/

	1968	1969	1970	1971	1972
Food at home	\$14.60 14.60	\$14.90 14.50 .40	\$15.85 15.40 .45	\$16.40 15.95 .45	\$17.30 16.55 .75
Housing Rent and heat Utilities Housefurnishings Household supplies Launderette service	5.25 b/ 1.65 1.40 .35 1.85c/	5.90 b/ 1.70 1.30 .75 2.15c/	6.45 b/ 1.70 1.30 .90 2.55c/	6.75 b/ 1.75 1.50 .80 2.70c/	7.25 b/ 1.90 1.60 .90 2.85c/
Clothing and upkeep	3.45	4.40	4.30	4.00	4.50
Personal care	1.35	1.85	1.70	1.85	1.75
Medical care	2.65	4.30	4.70	5.00	5.15
Transportation	$\frac{18.00d}{18.00}$	$\frac{19.10d}{19.10}$	$\frac{20.55d}{20.55}$	21.45d/ 21.45	$\frac{21.65d}{21.65}$
Other goods and services Reading, recreation,	9.65	16.00	17.20	18.00	18.30
tobacco, etc Telephone Life insurance Gifts, contributions, misc	5.20 1.50 1.35 1.60	8.20 1.90 2.75 3.15	8.95 2.05 2.85 3.35	9.05 2.05 3.40 3.50	9.25 2.05 3.40 3.60
Total, All Goods & Services	\$54.95	\$66.45	\$70.75	\$73.45	\$ <u>75.90</u>
Annual Costs	\$2,857	\$3,455	\$3,679	\$3,819	\$3,947

a/ Costs derived from Table III, Annual Price Survey-Family Budget Costs:

October 1968, 1970, 1971 and 1972 and the Family Budget Standard (1969),
all published by the Community Council of Greater New York, Research &
Program Planning Information Department, Budget Standard Service. Clothing
and personal care expenses for an employed man have been included, but
union dues, lunches at work and carfare to and from work have been excluded.
b/ The cost of rent and heat has not been included in these budgets.

c/ Launderette service includes an allowance to cover the cost of laundered shirts for an employed single man.

d/ Transportation cost includes the cost of operating an automobile. The Price Survey for 1968 did not include the cost for automobile ownership. This cost has been estimated by adjusting the transportation cost for car ownership in New York-Northeastern New Jersey published in the City Worker's Family Budget for a Moderate Living Standard, Autumn, 1966 according to changes in the Consumer Price Index. Both these publications are published by the U.S. Department of Labor, Bureau of Labor Statistics.

IN RE: BENNIE HINDS, JR. ALIAS BENNIE HINES, JR. A MINOR.

No. 672-11

PETITION FOR APPOINTMENT OF GUARDIAN

TO THE HONORABLE SYLVANUS POLK, JUDGE OF THE PROBATE COURT OF SHELEY COUNTY, TENNESSEE:

Your petitioner, Mary Allen, would respectfully show the Court That she is a resident citizen of Memphis, Shelby County, Tennessee, and that she is the Mother of Bennie Hinds, J_r ., alias Hines, A Minor, and that he was born November 8,1940, and that said minor resides with her, in Memphis, Shelby County, Tennessee.

Petitioner would show the Court that said minor's Father, Ben Hinds, alias Hines, died on October 24,1952 in Gook Gounty, Illinois, and left said minor as beneficiary on a certain policy in the amount of \$1,000.00 (one thousand dollars) with the Prudential Insurance Co. of America. Petitioner would show that it is necessarry that a legal guardian be appointed for Bennie Hinds, Jr., alias Hines, to receive, receipt, and to give a proper release for said sum .

PREMISES CONSIDERED, PETITIONER PRAYS:

- 1. That you petitioner be appointed guardian of the estate of Bennie Hinds, Jr., alias Hines, upon the execution of proper bond and upon the taking of the oath of office as prescribed by law.
- 2. That upon the her appointment as guardian of the estate of Bennie Hinds, Jr., alias Hines, a minor, that she be authorized to sign a proper release and necessare to receive the said sum of \$1,000.00 (one thousand dollars) from the Prudential Insurance Co. of America.

STATE OF TENNESSEE: COUNTY OF SHELBY:

MARY ALLEN makes oath that the statements made in her foregoing petition are true to the best of her knowledge, information

Subscribed and sworn to before me this / Mary Allen

Cares

My Commission Expires Oct. 7, 1956

IN MR: DEMNIE HIMDO, OL.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and

State and County aforesaid:

Be it remembered, that on the 18 day of December 1953 it being one of the days of the December 19 53Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR. ALIAS BENNIE HINES, JR., MINOR

In this cause it appearing to the Court from the sworn petition of Mary Allen and testimony in Open Court that Mary Allen is a resident citizen of Memphis, Shelby County, Tennessee, and that she is the Mother of Bennie Hinds, Jr., alias Bennie Hines, Jr., a minor who resides with her and was born November 8, 1940. It further appearing that said minor Bennie Hinds, Jr., alias Hines, is to receive the sum of \$1,000.00 (one-thousand dollars) as beneficiary of a certain policy with Prudential Insurance Co. of America as proceeds on a certain life policy issued to his father Ben Hines, alias Hinds who died October 24, 1952 in Chicago, Cook County, Illinois.

It further appearing to the Court that it is necessary and desirious that a guardian be appointed for the said minor, Bennie Hinds, Jr., Alias Hines, so that said sum of money can be paid by the Prudential Insurance Co. of America, and it is to the minor's interest that petitioner be appointed guardian. It further appearing to the Court that the mother, Mary Allen, is a fit and proper person to be appointed guardian.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, by the Court that the said Mary Allen, Mother of said minor, be appointed guardian of the Estate of the said minor upon the execution of bond in the amount of \$1,000.00 and taking the oath of office as prescribed by law, and she is hereby authorized to sign proper receipt and release to receive the said sum of \$1,000.00 (one thousand dollars) from the Prudential Insurance Co. of America.

It further appearing to the Court the Clarence A.
Nelson, Jr., attorney, has rendered necessary legal services on
the minor's behalf in said appointment of this guardian, and has
expended much time and effort in obtaining the proper papers for
said minor to receive said \$1,000.00 (one thousand dollars) and to
collect said sums of money.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the said guardian, Mary Allen, pay, and she is hereby authorized to pay the sum of \$50.00 as an attorney fee for services rendered to said guardian on behalf of said minor Bennie Hinds, Jr., alais Hines, to Clarence A. Nelson, Jr., attorney.

And thereupon this day was presented to the Court the Guardian's Bond of Mary Allen as Guardian of the estate of Bennie Hinds, Jr., alias Bennie Hines, Jr., Minor in penalty of One Thousand (\$1,000.00) and no/100 Dollars, with Continental Casualty Company as Surety thereon, and said bond having been seen and examined by the Court same is hereby approved and ordered recorded and letters herein will issue accordingly.

23-592

Mary Allen		
Guardian of		
Bennie Hinds, Jr. alias Bennie Hine	a. Jr. Probate Court	Term, 195
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GUARI	DIAN'S BOND	
State of Tennessee,		
Shelby County		
We Mary Allen		
Continental Committee	10**	as principal,
and convinental cascalty compa	лу	
	as sureties, are bound to the State of	Tennessee, in the penalty of
One Thousand and no/100		Dollars
Witness our hands and seals, this 18	day ofDecember	195_3_
The condition of this obligation is such, that	t, whereas the above bound Mary	Allen
	, whiteles, the above bound	
Bennie Hinds, Jr. alias Bennie Hines	has b	een appointed Guardian of
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minor childof		, deceased
Now, if the said Mary Allen		
		shall
well and truly perform and discharge all the duties	and obligations which are or may be r	required of her
by law, to be performed and discharged, as such gu		
hat may be incurred on account of the guardian's		
hands, then this obligation shall be void; otherwise		
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	V Mary Alle	(SEAL)
		(SEAL)
	CONTINUENTAL CASH ITY COM	(SEAL)
	By Claudine met	ullongher (SEAL)
Witness, JOHN W. McGOLDRICK, Clerk	ATTORNEY 25 1	ALI
Ву	D. C.	



GUARDIAN'S CERTIFICATE

THE STATE OF TENNESSEE

State of Tennessee, SHELBY COUNTY S3.

To All to Whom These Presents Shall Come... Creeting

KNOW YE, That, whereas, Mary Allen	
has this day, by the Probate Court of Shelby County, Tennessee, been appointed guardian for	
Bennie Hinds, Jr. alias Bennie Hines, Jr.	
Minor Child	
and has entered into bo	and,
which said bond stands approved by the Court. Now, therefore, the said Mary Allen	
is hereby empowered to collect	and
receive all moneys, property and effects that now are or may hereafter become due to her	
said ward, and, in general, to do and to perform all and singular the duties devolving on her	
as such Guardian by law, or that may be enjoined upon her by the lawful order, sentence	or
decree of any Court having competent jurisdiction. JOHN W. McGOLDRICK IN TESTIMONY WHEREOF, I, 並成此及政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政	lave
hereunto set my hand and affixed the seal of office, at office in Memphis, Tennessee, this 18th	
day of December 1953	
JOHN W. McGOLDRICK 対数対数数数数数数数 Clerk	
(L.S.) Katherine S. Braxton	c

State of Tennessee,

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Letters - -

IN THE PROBATE COURT OF SHELBY COUTY TENNESSEE

IN RE:

BENNIE HINDS, JR.
ALIAS BENNIE HINES, JR.,

Mo 67211

A MINOR.

PETITION	TO	ENCROACH	UPON	CORFUS	OF	MINOR'S	ESTATE
		BY G	UARDI	AN			

TO THE HONORABLE SYLVANUS POLK, JUDGE OF THE PROBATE COURT OF SHELEY COUNTY, TENNESSEE:

Your petitioner, Mary Allen, would respectfully show to the Court:

That she is the duly appointed/guardian of Bennie Hinds, Jr., alias Bennie Hines, Jr., that she was appointed as such by this Court on December 18,1953; that at the time she received the sum of \$1,000.00 (one thousand dollars) for said minor, and that after making certain payments approved by this Court that she has the sum of \$934.25 on depoist in savings account #32801 in the Leader Federal Savings & Loan Association, Memphis, Shelby County, Tennessee; that since said appointment she has supported said minor from her own funds, but that she, nor her husband (who is a stepfather to said child), are working; and that said minor is in need of a bed, spring, matress, wearing apparel, and support and maintence for said minor.

PREMISES CONSIDERED, PETITIONER PRAYS:

- 1. hat she be allowed to encroach upon the corpus of said minor's estate in the sum of \$150.00.
- 2. That she have such other and further relief to which she may be entitled.

* Mary Allen.

STATE OF TENNESSEE: COUNTY OF SHELBY:

MARY ALLEN, makes oath that the statements made in the foregoing petition are true to the best of her knowldge ginformation, and belief.

Probate Court of Shelby County.

State of Tennessee SS.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and

State and County aforesaid:

Be it remembered, that on the 14th day of January 19 54 it being one of the days of the January 19 54 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., ALIAS

BENNIE HINES, JR., MINOR

In this cause it appearing to the Court that Mary Allen is the duly appointed and qualified guardian of Bennie Hinds, Jr., alias Bennie Hines, Jr., a minor, and that said minor has on depoist in account #32801 in the Leader Federal Savings and Loan Association of Memphis, Shelby County, Tennessee, the sum of \$934.25, and that the sum of \$_______ is now necessary to purcase certain wearing apparel, bed, spring and mattress.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the said Mary Allen, guardian of Bennie Hinds, Jr., alias Bennie Hines, Jr., a minor, be allowed to encroach upon the corpus of the said minor's estate in the sum of \$100.00 for support, maintence, wearing apparel, bed spring and mattress for said minor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said guardian pay the sum of \$10.00 to Clarence A. Nelson, Jr. attorney, for professional services rendered in the preparation and presentment of this petition and order.

* * * * * *

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CREDITS

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State of Tennessee SHELBY COUNTY

I,	Mary Allen			
Solemnly swear	that the foregoing settleme	ent of my account as	guardian	4
of the Estate of	Bennie Hinds, Jr.	alias Bennie	Hines, Jr.	
exhibits a full, t	true and just statement of ea	ch and every of the a	assets of said Estato w	ith which I should
be charged, and	to the credits to which I am	entitled, to the best	of my knowledge and	belief; so help me
God.				
		Ma	ay allen December	len
Subscribed	and sworn to before me, thi		December Notary Publ	
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Probate Court of Shelby County.

State of Tennessee SS.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and

State and County aforesaid:

Be it remembered, that on the 15 day of <u>December</u> 1954 it being one of the days of the <u>December</u> 1954 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., MINOR

Be it remembered that this cause came on to be heard on the Annual Settlement of said Mary Allen, Guardian and the Report of the Clerk thereon filed Dec. 15, 1954 and it appearing that said Settlement is in all things regular and that no exceptions have been filed thereto. It is therefore ordered that the said Settlement be, and the same is hereby in all things confirmed; and that the same be recorded in the Settlement Records of this Court.

* * * * * * * * * *

IN THE PROBATE COURT OF SHELBY COUNTY TENNESSEE

IN RE: BENNIE HINDS, JR., ALIAS BENNIE HINES, JR.,

A MINOR,

No. 67211 "

PETITION TO ENCROACH UPON CORPUS OF MINOR'S ESTATE BY GUARDIAN

TO THE HONORABLE SYLVANUS POLK, JUDGE OF THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE:

Your petitioner, Mary Allen, would respectfully show to the Court:

and qualified That she is the duly appointed/guardian of Bennie Hinds, Jr.: that she was so appointed as such on the 18th of December 1953; that at the time she received the sum of \$1,000.00 for said minor, and that she now has the sum of \$848.67 in Savings account #32801 in the Leader Federal Savings & Loan Association, and \$2.00 in cash or a total of \$850.67; that said minor is in need of certain clothes for said ward in order that he may start to school with sufficient clothing; that she believes that it will take about \$75.00 to purchase said clothing.

PREMISES CONSIDERED, YOUR PETITIONER PRAYS:

::

- 1. That she be allowed to encroach upon the corpus of said minor's estate in the sum of \$75.00.
- 2. That, she have such other and further relief to which shemay be entitled, both special and general. large

Attorney

STATE OF TENNESSEE: COUNTY OF SHELBY:

> 41 1

MARY ALLEN makes oath that the statements made in the foregoing petition are true to the best of her knowledge information and belief.

Notary Public

Petitioner

Sworn to and subscribed before me this 16th day of August 1955.

My Commission Expires Oct. 7, 1956

Probate Court of Shelby County.

State of Tennessee SS.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and

State and County aforesaid:

Be it remembered, that on the 11 day of August 1955 it being one of the days of the August 1955 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., MINOR

In this cause it appearing to the Court that Mary Allen is the duly appointed and qualified guardian of Bemnie Hinds, Jr., a minor, and that said minor is in need of certain clothing necessary when he starts to school, and that he has the sum of \$848.67 in the Leader Federal Savings and Loan Association.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the said Mary Allen, guardian of Bennie Hinds, Jr., a minor be and she is hereby allowed to encroach upon the corpus of said minor's estae in the sum of \$75.00 for the purpose of purchasing clothing for said minor.

IT IS <u>FURHTER</u> ORDERED, ADJUDGED AND DECREED by the Court that the said guardian pay the sum of \$20.00 to Clarence A. Nelson, Jr. attorney for professional services rendered in the <u>preperation</u> and presentment of this petition and order, and for filing the yearly accounting for the year of 1953.

This the 11 day of August 1955.

* * * * * * * *

IN RE: BENNIE HINDS, Jr., Alias BENNIE HINES, Jr.

A Minor.

No. 67211

PETITION OF GUARDIAN TO ENCROACH UPON CORPUS OF MINOR'S ESTATE

TO THE HONORABLE SYLVANUS POLK, JUDGE OF THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE:

Your petitioner, Mary Allen, would respectfully show to the Court that she is the duly qualified guardian of her minor son, Bennie Hinds, Jr., she being appointed as such guardian on the 18th day of December 1953 and that there is now in said minor's estate the sum of \$765.25 on deposit in a savings account at the Leader Federal Savings & Loan Association under Account Number 32801; that said minor is in need of winter clothing and that his father being deceased and the petitioner, his mother, having no funds with which to purchase said clothing for her said minor ward, petitions the Court to allow her to spend the sum of \$100.00 to purchase said necessary clothing for said minor; that she believes it will be to the best interest of the minor that she be allowed to do so.

WHEREFORE PREMISES CONSIDERED, PETITIONER PRAYS:

- 1. That she be allowed to encroach upon the corpus of said minor's estate in the sum of \$100.00.
- 2. That she have such other and further relief to which she may be entitled.

 May aller Petit foner

Attorney for Petitioner

STATE OF TENNESSEE COUNTY OF SHELBY

Mary Allen makes oath that the statements made in the foregoing petition are true to the best of her knowledge, information and belief.

Sworn and subscribed to borde me thin 15 day of Nov. 1956.

Probate Court of Shelby County.

State of Tennessee Ss.

Pleas before the Honorable SYLVANUS POLK

Judge of the Probate Court of Shelby County, held in the City of Memphis and
State and County aforesaid:

Be it remembered, that on the 15 day of November 1956 it being one of the days of the November 1956 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., MINOR

In this cause it appearing to the Court that Mary Allen is the duly appointed and qualified guardian of Bennie Hinds, Jr., a minor, and that said minor is in need of certain clothing; that he has the sum of \$765.25 in the Leader Federal Savings and Loan Association;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the said Mary Allen, guardian of Bennie Hinds, Jr., a minor, be, and she is hereby allowed to encroach upon the corpus of said minor's estate in the sum of \$100.00 for the purpose of purchasing clothing for said minor, and for a trip out of town; and to spend \$100.00 annually for clothes for said child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said guardian pay the sum of \$20.00 to L.W. Harrison, attorney, for professional services rendered in the preparation and presentment of this petition and order.

This the 15 day of November, 1956.

* * * * * * * *

NEW YORK CITY. NEW

IN THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE

IN RE: GUARDIANSHIP OF

By_

BENNIE HINDS, JR., A Minor

NO. 672/1

PETITION OF GUARDIAN TO ENCROACH UPON CORFUS OF MINOR'S ESTATE

TO THE HONORABLE SYLVANUS POLK, JUDGE OF THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE:

Your petitioner, Mary Allen, would respectfully show to the Court that she is the duly qualified guardian of her minor son Bennie Hinds, Jr., age 19, she being appointed as such guardian on the 18th day of December, 1953 and there is now in said minor's estate the approximate sum of \$69.30 on deposit in a savings account at the Leader Federal Savings & Loan Association, Account No. 32801. She would further show to the Court that said minor was recently indicted by the Grand Jury of Shelby County, Tennessee on a charge of larceny from the person and receiving stolen property and petitioner and her minor son wish to employ an Attorney, namely Lawrence W. Harrison to represent the said Bennie Hinds, Jr. in the defense of said criminal action in the Criminal Court of Shelby County, Tennessee, and that said Attorney has agreed to represent said minor for the sum of \$250.00 in said criminal action and that such sum is reasonable. She would further show the Court that she is indebted to M & M Bail Bond Company for \$51.00 for bond expense in having said minor released from Shelby County jail pending his trial. That said minor has no other funds with which to pay said fee and petitioner has no funds of her own with which to do so. The father of said minor is deceased. Petitioner believes that it would be to the best interest of the minor that she be permitted to encroach to said extent for said purposes set out above.

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS:

1. That she be allowed to encroach upon the corpus of said minor's estate in the sum of \$301.00 for the purposes set out above.

2. That she have such other and further relief to which she may be entitled.

L Mary Willen

STATE OF TENNESSEE COUNTY OF SHELBY

Mary Allen makes oath that the statements made in the foregoing petition are true to the best of her knowledge, information and belief.

ribed before to the that

Sworn to and subscribed before me this Title day of September, 1960.

My Commission Expires:

State of Tennessee SS.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and State and County aforesaid:

Be it remembered, that on the 7th day of September 19 60 it being one of the days of the September 19 60 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., MINOR

In this cause it appearing to the Court that Mary Allen is the mother and the duly and qualified guardian of Bennie Hinds, Jr. a minor, age 19, and that said minor has been recently indicted by the Grand Jury of Shelby County, Tennessee on a charge of larceny on the person and receiving stolen property; and that the minor and the petitioner has no other funds with which to pay the Attorney fee for said minor, other than from the corpus of said minor's estate, which consists of approximately \$697.31 in a savings account in the Leader Federal Savings & Loan Association; and it appearing to the Court that it would be to the best interest of said minor that the guardian be permitted to encroach upon said fund to the extent of \$250.00, Attorney fees in representing said minor in said criminal cause; and it further appearing to the Court that the guardian, Mary Allen, needs the sum of \$51.00 to pay for bond expenses in the amount of \$51.00 in obtaining her said ward's release from the Shelby County jail pending the trial date and it appearing to the Court that it would be to the best interest of the said minor that said guardian be allowed to encroach upon said fund to the extend of \$301.00 Attorney fees and bond expenses in said criminal cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said Mary Allen, Guardian of Bennie Hinds, Jr. be, and she is hereby allowed to encroach upon the corpus of said

minor's estate in the sum of \$250.00 for the purpose of paying Attorney fees to Attorney Lawrence W. Harrison for representing said minor in the said criminal action, and to the extent of \$51.00 for bond expenses in obtaining said ward's release from the Shelby County jail pending the trial date, a total of \$301.00.

This the 7 day of September, 1960.

÷ * *

MARY ALLEN, makes oath that the statements made in the foregoing petition are true to the best of her knowldge ginformation, and belief. IN THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE IN RE: GUARDIANSHIP OF NO. 67211 BENNIE HINDS, JR., A Minor. : PETITION TO TRANSFER FUNDS IN GUARDIANSHIP ESTATE TO WARD AND TO PAY ATTORNEYS FEES TO THE HONORABLE SYLVANUS W. POLK, JUDGE OF THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE: Your petitioner, Mary Allen, would respectfully show to the Court that on December 18, 1953 she was appointed by this Court as Guardian of the estate of her then minor son, Bennie Hinds, Jr. That the estate, through various authorized withdrawals, now stands at a remainder of \$402.11 on deposit in a savings account at the Leader Federal Savings & Loan Assoication of Memphis, Tennessee. Petitioner would further show that said minor is now twenty-one years of age, arriving at that age on November 8, 1961. Petitioner would further show that her attorney, L. W. Harrison has assisted her in preparing this petition and will assist her in filing her final accounting in this guardianship, and said attorney has agreed to accept \$50.00 for his services rendered and to be rendered in this guardianship.

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS:

- 1. That she be authorized to transfer and convey over to her said ward, Bennie Hinds, Jr., the sum of \$402.11 less \$50.00 attorney fees, which is the sum of \$352.11.
- 2. That she be authorized to pay L. W. Harrison the sum of \$50.00 for legal services rendered in this cause.
 - 3. That she have general relief.

La Harrison

May allen

STATE OF TENNESSEE COUNTY OF SHELBY

I, Mary Allen, being first duly sworn, make oath that I have read the foregoing petition and that the statements therein contained are true to the best of my knowledge, information and belief.

Mary Allen Clen

Sworn to and subscribed before me this lot day of November 1961.

My/Commission Expires:

Probate Court of Shelby County.

State of Tennessee ss.

Pleas before the Honorable Sylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and

State and County aforesaid:

Be it remembered, that on the 1 day of December 19 61 it being one of the days of the December 19 61 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE: GUARDIANSHIP

OF NO. 67211

BENNIE HINDS, JR., MINOR

It appearing to the Court that on December 18, 1953 petitioner, Mary Allen, was appointed guardian of her then minor son, Bennie Hinds, Jr., and it further appearing to the Court that said ward, Bennie Hinds, Jr., has now attained the age of twenty-one years, having reached that age on November 8, 1961. It further appearing to the Court that L. W. Harrison has rendered legal services in connection with the filing of this order and to be rendered in connection with the filing of the final accounting of the guardian.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the guardian, Mary Allen, is hereby authorized and empowered to transfer and convey to the ward, Bennie Hinds, Jr. the sum of \$352.11, the remaining sum in said estate after payment of attorneys fees of \$40.00 and costs of this court.

IT IS FUNTHER ORDERED, ADJUDGED AND DECREED by the Court that the said guardian, Mary Allen, be authorized to pay to L. W. Harrison the sum of \$40.00 from this estate to compensate him for his services rendered in this matter.

	Final Se	ettlement of Mary Allen	
	Guardian	of Bennie Hinds, Jr.	
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he follo	wing assets belonging to sai	id Estate.	
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1-8-59	Guardianship bond premium	1000
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State of Tennessee

1	Mary Allen	
Solemnly swea	ar that the foregoing settlement of my account	ount as Guardian
of the Estate o	Bennie Hinds, Jr.	
xhibits a full,	true and just statement of each and ever	y of the assets of said Estate with which I should
		the best of my knowledge and belief; so help me
Fod.		
Subscribed	d and sworn to before me, this	day of January 19 62
	<u></u>	Mary 19 62
		Benkie Thine Jo.
Subsc	cribed and sworn to before me, thi	a 30th day of January, 1962.
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Probate Court of Shelby County.

State of Tennessee SS.

Pleas before the HonorableSylvanus Polk

Judge of the Probate Court of Shelby County, held in the City of Memphis and
State and County aforesaid:

Be it remembered, that on the 30 day of January 1962 it being one of the days of the January 1962 Term of aforesaid Court, the following appears of record in the words and figures, viz:

IN RE:

GUARDIANSHIP

OF

NO. 67211

BENNIE HINDS, JR., MINOR

Be it remembered That this Cause came on to be heard on the Final Settlement of said Mary Allen, Guardian and the Report of the Clerk thereon filed January 30th 1962 and it appearing that said Settlement is in all things regular and that no exceptions have been filed thereto. It is therefore ordered that the said Settlement be, and the same is hereby in all things confirmed; and that the same be recorded in the Settlement Records of this Court; and that the guardian and the surety on her bond be and they are hereby released and discharged from further liability in this cause.

STATE OF TENNESSEE. SHELBY COUNTY

I, B. J. DUNAVANT, Clerk of the Probate Court of said County, do hereby certify that

the foregoing (26) pages contain a full, true and exact copy of the (1)Petition for appointment of Guardian for Bennie Hinds, Jr., alias Bennie Hines, Jr., minor: (2)Order of said robate Court Appointing Mary Allen, Guardian of Bennie Hinds, Jr., minor: (3)Guardian's bond of Mary Allen as guardian of Bennie Hinds, Jr., minor. in penelty of One Theorem Dellere, with Mary Allen as guardian of Bennie Hinds, Jr., minor. (4) Guardian's Certificate issued to Mary Allen Continental Casualty Commany as surety thereon: (4) Guardian's Certificate issued to Mary Allen Continental Casualty Commany as surety thereon: (4) Guardian's Certificate issued to Mary Allen Continental Casualty Commany as surety thereon: (5) Petition to Encroach on Minor's Estate: (6) Order of Said Probate Court allowing Guardian to encroach on estate of Bennie Hinds, Jr., Minor: (7) Petition of Guardian to Encroach on Minor's Estate: (10) Order of Said Probate Court allowing Guardian to encroach on estate of Bennie Hinds, Jr. minor: (11) Petition of Guardian to Encroach on Minor's Estate: (10) Order of Said Proc. Court allowing Gdn. to encroach: (12) Order of Said Proc. Court allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing Gdn. to encroach on estate of Bennie Hinds, Jr., Minor: (15)Petn. to of said Proc. Court Allowing

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court, at office, in the City of Memphis, this ___ 7 __ day of _ lunava

STATE OF TENNESSEE. SHELBY COUNTY

PROBATE COURT ROOM Memphis, Tennessee

I, SYLVANUS POLK, presiding Judge of Division One of the Probate Court of said County, certify that B. J. DUNAVANT, who gave the foregoing Certificate, is now, and was at the time of signing the same, Clerk of Said Court, and that said Court is a Court of Record, and that his attestation is in due form, and her official acts, as such, are entitled to full faith and credit.

Witness my hand, this ____7 day of

Judge

STATE OF TENNESSEE, SHELBY COUNTY

I, B. J. DUNAVANT, Clerk of the Probate Court of said County, certify that HON. SYL-VANUS POLK whose genuine official signature appears to the above and hereto annexed Certificate, is and was at the time of signing the same, presiding Judge of Division One of the Probate Court in and for the County and State aforesaid, duly commissioned and qualified, and that all his official acts, as such, are entitled to full faith and credit.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court, at office, in the City of Memphis this __ . day of . 19 74

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

. Х UNITED STATES OF AMERICA

- v -

BENNIE HINES,

Defendant

STIPULATION

73 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES by his attorney Kalman Gallop, Esquire, and by Erna Ellis that if she were called as a witness, she would testify as follows:

That in 1971, she was the manager of the Hotel Bolivar at 230 Central Park West, New York City and as such received payments of room rent from customers. That during 1971 she received \$600 in cash from Bennie HINES, the defendant, as rent payments for room 11k of the Hotel Bolivar.

Dated: New York, New York May , 1974

PAUL J. CURRAN United States Attorney for the Southern District of New York

Plu CHARLES E. PADGETY Special Attorney

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

BENNIE HINES,

Defendant

STIPULATION 73 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES by his attorney Kalman Gallop, Esquire, and by Sonny Segalkin that if she were called as a witness, she would testify as follows:

That she is the Vice President of J.I. Sopher, Inc., a real estate management company which manages a building located at 1 Sherman Plaza, New York, New York.

That she is familiar with the records keeping procedure of and the records maintained by J.I. Sopher, Inc. and has been shown Government Exhibits | | c and | | and recognizes them to be copies of a lease and for a certain apartment at 1 Sherman Plaza and an application to rent that apartment.

That Government Exhibits | 10 and | 11 are records main. tained in the ordinary cause of business by J.I. Sopher, Inc. and that the entries thereon were made in the ordinary course of business at or about the duties indicated.

Dated: New York, New York 1974 May

> PAUL J. CURRAN United States Attorney for the Southern District of New

'Landlord"), and

CONSTANCE HINES BEN HINES & 54 WEST 82 STREET NEW YORK CITY, NEW YORK

whose address is

, jointly and severally (hereinafter called "Tenant").

MittebBeth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the apartment (hereinafter on the 33rd floor in the apartment building (which will be called the "apartment") known as Apartment 33- E pereinafter called the "building"), located at ONE SHERMAN SQUARE , City, County and State of New York, the apartment together with any balconies, terraces and/or patios, appurtenant thereto, hereinafter comprise said apartment). for a term of (3) THREE years (or until such term shall sooner expire or terminate as hereinafter provided), to begin on APRIL 1,1973 . 196 , and to expire at noon on MARCH 31, , 1976 (or, of such term shall sooner expire or terminate as hereinafter provided, on the date of such sooner expiration or termination), both dates inclusive (such term being hereinafter called the "Term"), at an annual rental of SEVEN THOUSAND THREE HUNDRED & TWENT Dollars (\$ 7,320.00

to be paid in equal monthly installments of SIX HUNDRED & TEN

Dollars (\$ 610.00)

each in advance on the first day of each calendar month during the term, which rental Tenant hereby covenants and agrees to pay as aforesaid in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the office of Landlord or such other place as Landlord may designate, without any setoff or deduction whatsoever, and without any prior demand therefor, except that the first monthly installment is due and Tenant shall pay same upon the execution of this lease by Tenant (unless this lease be a renewal).

Tenant hereby covenants and agrees that, if, at the beginning of the Term or at any time thereafter, Tenant is or shall be in default in the payment of rent or additional rent to Landlord pursuant to the provisions of another lease with Landlord, Landlord, at Landlord's option and without notice to Tenant, may add the amount of any such arrearage to any monthly installment of rent payable under this lease, and in such event, same shall be payable to Landlord as additional rent under this lease.

If more than one person executes this lease as Tenant, each of them understands and hereby covenants and agrees that his or her obligations under this lease are and shall be joint and several, that the term Tenant means and includes each of them jointly and severally and that the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy and/or this lease or any renewal, extension, expiration, termination, amendment or modification of this lease, shall be binning upon each and all of the rersons executing this lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice or reland.

The parties hereto, for themselves and for their respective heirs, distributees, executors, administrators, legal representatives. successors and assigns, hereby further covenant and agree as follows:

Roat Covenant 1. Tenant shall pay the rent reserved in this lease as in this lease provided.

Use end

Tenant shall not use or occupy the apartment or

Occupancy of allow the apartment to be used or occupied for any purpose other than as and for a private dwelling-place, nor by any party other than Tenant, the members of Tenant's immediate family as stated in the most recent Information Form Concerning Applicant and any children hereafter born to or adopted by Tenant. Landlord hereby advises Tenant that the character of the occupancy of the apartment and the use thereof, as in this least restricted is a special consuleration and industries. lease restricted, is a special consideration and inducement for the making of this lease by Landiord.

Misrepresentation

3. The most recent Information Form Concerning
Applicant (if any) hereby is made a part of this lease
with the same force and effect as if fully set forth at
length in this lease. If said Information Form Concerning Applicant
shall contain any misrepresentation, then, in addition to all other rights
and remedies which it may have at law or in equity, Landford may treat
such misrepresentation as a default by Tenant in fulfilling a provision
of this lease for which Landford may exercise any or all of the rights
and remedies provided in Article 18 hereof.

of this lease for which Landford may exercise any or all of the rights and remedies provided in Article 18 hereof.

3-cearity

4. Tenant hereby deposits the sum of \$ 610.00 with Landford, by check subject to collection, the receipt of which is hereby acknowledged, as security for the full and faithful performance by Tenant of each and every provision of this lease, and of all other leases now or hereafter executed by Tenant for space in the building including any garage space lease or leases and of all renewals or extensions of this lease or oi any other such lease or leases. In no event shall Landford be directed or compelled to apply said security to the payment of rent due under this lease or under any such other lease or leases or any tenewals or extensions thereof, and Tenant shall pay rent for the last month of the Term or of any renewal or extension thereof and for the last month of the Term or of any such other lease or icases or month of the restination thereof promptly on the first day of such month. If there shall be a breach or default by Tenant in respect of any provisions of this lease or of any such other lease or leases, including, but not limited to, the payment of any sum, including but not limited to, renor additional rent, Landford may use, apply or retain the whole or any part of said security to the extent required for the payment of any sum which Landford may expend or may be required to extend by reason of Tenant's breach or default or for the reimbursement of Larchford for any sum which Landford may expend or may be required to extend by reason of Tenant's breach or default in respect of any frowness of this lease or of any such other lease or leases or for any damages or deficiency in the reletting of the apartment or any other space leased by Tenant in the building including any garage space or spaces whether wash damages or deficiency accorded before or after summary proceedings or return the whole or any part thereof is so used, applied or returned. Tenant shall, upon demant, immedi

strued to release Tenant from the further observance and performance by Tenant of the provisions of this lease.

Alterations, Painting. Wallpapering. etc.; Payment by Tenant of Cost of Restoration

Restrictions on 7. No alteration, installation, addition, improvement, painting, wallpapering or decoration of any kind or nature whatsoever of, in or to the anarment or the building shall be made, done or performed by or on behalf of Tenant except in accordance with Landlord's standards and upon the prior written consent of Land-lord thereto in each instance (which consent may be conditioned upon Tenant first paying to Landlord the cost, as estimated by Landlord, of restoring the

Restoration conditioned upon Tenant first paying to Landlord the cost, as estimated by Landlord, of restoring the apartment to its original condition) and subject to Landlord's inspection thereof and objections thereto, while in process and after completion, as to materials, labor, workmanship and precautionary measures (including such general or specific insurance as Landlord may require) to safeguard Landlord's property and property rights and the convenience and welfare of any of the other occupants of the building. The failure of Tenant forthwith to remedy any such objection by Landlord shall constitute a default under this Article. Tenant shall not, at any time without obtaining the prior written consent of Landlord thereto in each instance, construct or install or permit the installation of any enclosure or attachment on the outside of any terrace, balcony or patio comprising a part of the apartment as hereinabove described: of any enclosure or attachment on the outside or any terrace, balcony or patio comprising a part of the apartment as hereinabove described; if permitted by prior written consent of the Landlord such installation shall become property of Landlord. No consent hereunder of Landlord shall relieve Tenant from or affect the observance and performance of any other provision of this lease on Tenant's part to be observed or performed. All alterations, installations, additions, improvements, wail-papering or decorations of, in or to the apartment made by or on behalf of Tenant including all canaling cartitions, each provided the blood of the stallation of the st papering or decorations of, in or to the apartment made by or on behalf of Tenant, including all panelling, partitions, railings and the like, shall become the property of Landlord upon installation and shall, unless Landlord elects otherwise in whole or in part (which election shall be made by giving notice thereof in accordance with the provisions of Article 29 hereof not less than three (3) days prior to the expiration or termination of the Term or any renewal or extension increoily, remain upon and be surrendered with the apartment as a part thereof at the end of the Term. Nothing in this lease contained shall be construed to give Tenant any right, power or authority to contract for or permit the rentering of any working or the flurnishing of any material which might give rise to the filing of any mechanic's lien against the apartment or the building or Landlord's interest therein, for work claimed to have been furnished to Tenant, Tenant shall discharge same within ten (10) days thereafter at Tenant's expense, by filing the bond required

ten (10) days thereafter at Tenant's expense, by filing the bond required

Care of partment; Repairs

(a) Tenant shall take good care of the apartment and the fixtures, appliances, equipment and ap-purtenances therein, shall allow no waste or injury thereto and shall not drive or drill into, disfigure, e damage the apartment. Tenant shall, subject to dig

deface or otherwise damage the agartment. Tenant shall, subject to provisions of Article 7 hereof, repair any injury or damage to apartment and to the fixtures, appliances, equipment and appurter a therein resulting from any willful act, neclector, neglect or large conduct of Tenant or Tenant's family, their sort ants, employees, and tores or insiders, so as to a

No Represent 35. Neither Landlord nor La. ard's agents have tatio by Lardord or Ladlord's 33. Neither Landieru ner La, ard's agents have made any representation or promise with respect to the grounds, the building or the apartment or the condition of any of same except as in this lease expressly set forth. The taking or entry into possion of the apartment by Tenant shall constitute as assumed Tenant that the building and the Lants Deficions

36. The term "Landlord" as used in this lease means only the owner or the mortgagee in possession was for the time being of the building and the land on which the building is erected or of the building or the owner of a lease of, or the leasehold mortgage in possession under a lease of, said land and the building or of the building, the vendor, freed and relieved of all covenants and obligations of Landlord under this lease, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between and the building or of the building, as the case may be, that such vendee or such lessee of said land vendee or such transferee or such lessee, as the case may be, that such vendee or such transferee or such lessee of said land vendee or such transferee or such lessee of said land vendee or such transferee or such lessee of said land such vendee or such transferee or such lessee of said land vendee or such transferee or such lessee of said land vendee or such transferee or such lessee of said land such sale, transfer or lease. The provisions hereof shall apply to each est be an individual, joint venture, tenancy in common, partnership, gregate of individuals (all of which are referred to below, individually where to the contrary notwithstanding, Tenant shall look solely to whatever estate and property such unincorporated landlord has in the land and ment were in wood and successfully committee at the time possession was

building of which the leaves, premises are a part, for the said. Towards remedies for the collection of a just ment for eater building, of which the leave, premises are a part, for it of Terant's remeties for the culterior of a jument for process) requiring the payment of money by Landlord in any default or breach by Landlord with respect to any covenants and conditions of the leave to be observed and, by Landlord, and no other procesty or agents of money by Landlord, and no other procesty or agents of money by Landlord.

and re-entry" as used in this lease are not restricted to their techniques. The term "business day" as used in this lease the New York or the Federal Government as legal molidays. The Prantition of this lease and "provisions of this lease" and "provisions of this lease" as the this lease shall mean and include all of the terms, covenants, or Resistons, conditions and agreements contained in such provision or is both as covenants and as conditions in each instance. Words us the singular number shall include the plural number, unless the celearly indicates the contrary.

Entire

37. This lease are not restricted to their feet on the strength of the plural number, unless the celearly indicates the contrary.

Entire 37. This lease contains the entire agreement tween the parties hereto. This lease cannot whole or in part, changed, waived, modified, Le

Captions

38. The captions appearing in this lease are insonly as a matter of convenience and for reference or of any provision of this lease nor in any way affect this lease.

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39. The provisions of this lease shall bind and N and Assigns

property such unincorporated landlord has in the la	and and tives, successors and assigns, except as otherwise. A
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Landlord and	Tenant have respectively signed this lease as of the date first above write SHERMAN PLAZA ASSOCIATION
	Girman signed this lease as of the date first above writ
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	BY AUTHORIZED AGENT
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COUNTY OF NEW YORK } ".:	
On , before me personally or	
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	actiowiedged to me that he execu

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement to, Landlord making the within lease with Tenant, the undersigned hereby guarantees to Landlord's successors and assigns, the full observance and performance of all of the terms, coverants, obligations, conditions and agreements in the without requiring any notice of non-payment approaches and therefor, all of which the undersigned hereby guarantees to Landlord's successors of assigns to Tenant of any of the rights or remainted, affected or impaired in any way or manner what the making agrees that this dear and in order of the rights or remainted, affected or impaired in any way or manner what the control of the safettion thereof, the undersigned hereby further coverants and asymmetric safettion of the safettion thereof, the undersigned hereby further coverants and savettion of the safettion thereof, the undersigned hereby further coverants and savettion of the safettion of the s

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RULES AND REGULATIONS

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UNITED STATES DISTRICT COURT SOUTHERN DIST ICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

BENNIE HINES,

Defendant

STIPULATION

74 Cr 268

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America by Paul J. Curran, United States Attorney for the Southern District of New York, by Charles E. Padgett, Special Attorney, United States Department of Justice, of counsel, and the defendant BENNIE HINES by his attorney Kalman Gallop, Esquire, and by Harold Gregory that if she were called as a witness, she would testify as follows:

That he is the manager of the Engleman & Co. and has been so employed for the past twelve years. As such, he is familiar with the business records keeping procedure of the records maintained by the Engleman & Co. Engleman & Co. owner and manager of an apartment house at 333 East 34th Street. He personally withdrew Government Exhibit //3 from the files of Engleman & Co. and recognizes it to be an application to lease a certain apartment at 333 East 333 East 34th Street. That this is a record kept in the ordinary course of business at or about the dates indicated thereon.

Dated: New York, New York
May 1974

PAUL J. CURRAN

United States Attorney for the Southern District

of New York

CHARLES E. PADGETT

U.S. Department of Justice

KALMAN GALLOP, ESQUIRE Attorney for Bennie Hines

To W83 ST

Standard Form of Application to Lease (Residence) The Real Estate Board of New York, Inc.

New York March LL, 19.71.
The undersigned hereby authorizes C.D.H REALTY . CORP
to submit the following application to lease to EVILEMAN AND .GQ
the Landlord of the Building known as. 333 East 34th Street
Mr. Name Mrs. Mrs. Mrs. and Mrs. Balph T. Byrd (Gloria Grant)
Present Address .545 West 152nd Street Term 6 Years. Telephone. 283-1980 .
Prior Address Years.
Business Connection or source of Income . Browlyrd Associates
Nature of Business Management Consultant Position Held Vice President
Business Address . 2 Penn Plaza
Apartment Flack Beauty Modeling Agency 697-0656 Furnished
Term
Annual Rental . 3,936.00. Possession March 15, 1971 Deposit 328.00 Security 328.00 Purpose or Use Broker
REFERENCES:
Present Agent or Landlord Hatcher Address 545 W. 152nd Street
Prior Agent or Landlord
Bank First National City Address 5th Ave37th Street Gloria Grant
Social 1. Manufacturers Hanover Address 6th Avenue Waverly Place
2. Al Hemlock Esq
Business
Number of Adults 2 Number of Children
Decorations, repairs and other memoranda
Other clauses
Do you wish insurance coverage
Send leases to building.